

**CONTRACT #5**  
**RFS # 331.95-021**  
**FA # 05-16355-00**

**Education**

**VENDOR:**  
**Yahasoft, Inc.**



RECEIVED

DEC 04 2008

FISCAL REVIEW

PHIL BREDESEN  
GOVERNOR

STATE OF TENNESSEE  
DEPARTMENT OF EDUCATION  
*Division of Special Education*  
6<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0383

TIMOTHY K. WEBB, Ed.D.  
COMMISSIONER

TO: Mr. James White, Fiscal Review Committee  
FROM: Timothy K. Webb, Commissioner *Timothy K Webb*  
DATE: December 1, 2008  
SUBJECT: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Contract Amendment RFS# 331.95-021-05

Please consider the enclosed information regarding a request for Non-Competitive Contract Amendment between the Department of Education and Yahasoftware, Inc.

This vendor has developed a web-based data system for Tennessee's Early Intervention System (TEIS). This specialized system houses each child's educational record and vendor reimbursement and is called Tennessee's Early Intervention Data System (TEIDS).

TEIDS requires newly established federal compliance elements as a result of both changes in federal data requirements for state reporting and Tennessee's recent federal monitoring site visit in September 2008. These data needs were not part of the original Yahasoftware contract and will be reflected in an added section in the current scope of service for this amendment request.

The proposed contract amendment will allow the vendor to upgrade TEIDS in order to meet the federally mandated requirements for fiscal years 2008 -2010.

Since the distribution of time and effort associated with this contract has changed to meet current needs, the maximum liability needs to increase by \$260,000.00 in federal funds.

The Division of Special Education has a five (5) year contract and is amending to include these upgrades.

The first five years' liability is currently \$711,125.00, and the scope of service terms will increase this contract to \$971,125.00, all federally funded.

Thank you for your consideration.

CC: Mr. Robert Greene  
Mr. Joseph Fisher  
Mr. Jamie Kilpatrick  
Mr. Bruce Opie  
Ms. Kristen McKeever

# Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	Claudia Weber	*Contact Phone:	615-532-3225
*Contract Number:	FA-05-16355-00	*RFS Number:	331.95-021-05
*Original Contract Begin Date:	4/13/2005	*Current End Date:	3/14/10
Current Request Amendment Number: <i>(if applicable)</i>		02	
Proposed Amendment Effective Date: <i>(if applicable)</i>		2/15/08	
*Department Submitting:		Education	
*Division:		Special Education	
*Date Submitted:		12/4/08	
*Submitted Within Sixty (60) days:		Y	
<i>If not, explain:</i>			
*Contract Vendor Name:		Yahasoft, Inc.	
*Current Maximum Liability:		\$711,125.00	
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>			
FY: 2005	FY: 2006	FY: 2007	FY: 2008
FY 2009	FY 2010		
\$242,375.00	\$138,950.00	\$46,875.00	\$190,375.00
\$92,550.00	\$ 0.00		
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>			
FY: 2005	FY:2006	FY:2007	FY: 2008
FY 2009	FY 2010		
\$ 242,375.00	\$ 138,950.00	\$ 46,875.00	\$240,375.00
\$ 162,550.00	\$ 140,000.00		
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A	
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A	
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		N/A	
*Contract Funding Source/Amount:	State:	\$0.00	Federal:
			\$711,125.00
Interdepartmental:		\$0.00	Other:
			\$0.00
If "other" please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
7/18/07		Increased max.liability to create and implement TEIDS accounts payable feature added to scope of service.	
Method of Original Award: <i>(if applicable)</i>		RFP	

# Vendor 582585972 Yahasoft, Inc.

Page by: 6  
Vendor Number: V582585972

Effective Month	Allotment Code	Cost Center Code	Cost Center Funding Year	Reference Document Reference Number	Reference Document Reference Suffix	Vendor Invoice	Grant/Sub Grant Code	Grant/Sub Grant Title	Cash Expenditures
OCTOBER 2005	331.36	445	2006	FA0516355	00	MILESTONE	LM4	ACX	78,900.00
OCTOBER 2005	331.36	445	2006	FA0516355	00	#3	LM5	AAX	5,931.25
OCTOBER 2005	331.36	445	2006	FA0516355	01	#3	LM5	AAX	668.75
NOVEMBER 2005	331.36	445	2006	FA0516355	01	#4	LM5	AAX	11,550.00
DECEMBER 2005	331.36	445	2006	FA0516355	01	#2	LM6	AAX	9,000.00
DECEMBER 2005	331.36	445	2006	FA0516355	01	#5	LM5	AAX	21,500.00
FEBRUARY 2006	331.36	445	2006	FA0516355	01	#8	LM5	AAX	3,876.66
FEBRUARY 2006	331.36	445	2006	FA0516355	01	#8	LM6	AAX	2,037.09
MARCH 2007	331.36	445	2007	FA0516355	00	013107	LM7	AAX	3,168.75
OCTOBER 2007	331.36	445	2008	FA0516355	00	#22	LM7	ACX	24,075.00
NOVEMBER 2007	331.36	445	2008	FA0516355	01	#23	LM7	AAX	13,237.50
NOVEMBER 2007	331.36	445	2008	FA0516355	00	#25	LM7	AAX	25,000.00
FEBRUARY 2008	331.36	445	2008	FA0516355	00	SVCS	LM7	ACX	17,556.00
AUGUST 2008	331.36	445		FA0516355	01	06/01-30/08	LM7	ACX	11,025.00
SEPTEMBER 2008	331.36	445		FA0516355	01	34	LM7	ACX	11,475.00
SEPTEMBER 2008	331.36	445		FA0516355	01	32	LM7	ACX	9,892.50
JANUARY 2006	331.95	580	2006	FA0516355	00	#6	KA6	AAX	10,200.00
JANUARY 2006	331.95	580	2006	FA0516355	00	#7	KA6	AAX	12,600.00

248,893.51

# Vendor 582585972 Yahasoft, Inc.

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Vendor Number: V582585972

Effective Month	Allotment Code	Cost Center Code	Cost Center Funding Year	Reference Document Reference	Reference Document Reference Suffix	Vendor Invoice	Grant/Sub-Grant Code	Grant/Sub-Grant Code	Grant/Sub-Grant Title	Cash Expenditures
FEBRUARY 2006	331.95	580	2006	FA0516355	00	#8	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	7,661.25
MARCH 2006	331.95	580	2006	FA0516355	00	#9	KA5	AAX	INFANTS & TODDLERS W/DISAB FED EV05	12,675.00
MAY 2006	331.95	580	2006	FA0516355	00	#10	KA5	AAX	INFANTS & TODDLERS W/DISAB FED EV05	13,125.00
MAY 2006	331.95	580	2006	FA0516355	00	APRIL 2006	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	9,300.00
JUNE 2006	331.95	580	2006	FA0516355	00	#12	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	76,725.00
JUNE 2006	331.95	580	2006	FA0516355	00	#13	KA5	AAX	INFANTS & TODDLERS W/DISAB FED EV05	7,650.00
AUGUST 2006	331.95	580	2007	FA0516355	01	SEPT 05-MAR 06	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	6,375.00
AUGUST 2006	331.95	580	2007	FA0516355	00	8/1/06	KA5	AAX	INFANTS & TODDLERS W/DISAB FED EV05	4,950.00
OCTOBER 2006	331.95	580	2007	FA0516355	00	9-1-2006	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	2,657.50
OCTOBER 2006	331.95	580	2007	FA0516355	01	9-1-2006	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	1,242.50
NOVEMBER 2006	331.95	580	2007	FA0516355	01	SEPT 06	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	2,657.50
NOVEMBER 2006	331.95	580	2007	FA0516355	01	SEPT 06	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	42,542.50
DECEMBER 2006	331.95	580	2007	FA0516355	02	INV #18	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EV06	17,512.50
DECEMBER 2006	331.95	580	2007	FA0516355	01	#19	KA7	AAX	INFANTS & TODDLERS W/DISAB FED EV07	18,525.00

# Vendor 582585972 Yahasoft, Inc.

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Effective Month	Allotment Code	Cost Center Code	Cost Center Funding Year	Reference Document Reference Number	Reference Document Reference Suffix	Vendor Invoice	Grant/Sub-Grant Code	Grant/Sub-Grant Code	Grant/Sub-Grant Title	Cash Expenditures
FEBRUARY 2007	331.95	580	2007	FA0516355	01	010107	KA7	AAX	INFANTS & TODDLERS W/DISAB FED EX07	17,475.00
MARCH 2007	331.95	580	2007	FA0516355	01	013107	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EX06	1,500.00
MARCH 2007	331.95	580	2007	FA0516355	02	013107	KA6	AAX	INFANTS & TODDLERS W/DISAB FED EX06	12,956.25
OCTOBER 2007	331.95	580	2008	FA0516355	01	22	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	30,225.00
NOVEMBER 2007	331.95	580	2008	FA0516355	01	#23	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	3,638.00
NOVEMBER 2007	331.95	580	2008	FA0516355	01	#25	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	10,025.00
JANUARY 2008	331.95	580	2008	FA0516355	01	NOV 2007	KA7	AAX	INFANTS & TODDLERS W/DISAB FED EX07	13,856.25
JANUARY 2008	331.95	580	2008	FA0516355	01	DEC 2007	KA7	AAX	INFANTS & TODDLERS W/DISAB FED EX07	16,650.00
FEBRUARY 2008	331.95	580	2008	FA0516355	01	SVCS	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX07	42,744.00
FEBRUARY 2008	331.95	581	2008	FA0516355	01	JAN 2008	KB8	AAX	INFANTS & TODDLERS ADMIN STATE EX08	5,931.00
MAY 2008	331.95	580	2008	FA0516355	01	033108	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	11,775.00
MAY 2008	331.95	580	2008	FA0516355	01	043008	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	10,575.00
JUNE 2008	331.95	581	2008	FA0516355	01	030408	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	25,500.00
JULY 2008	331.95	580	2008	FA0516355	01	050108-053108	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EX08	2,824.75

# Vendor 582585972 Yahasoft, Inc.

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Effective Month	Allotment Code	Cost Center Code	Cost Center Funding Year	Reference Document Number	Reference Document Reference Suffix	Vendor Invoice	Grant/Sub-Grant Code	Grant/Sub-Grant Sub Code	Grant/Sub-Grant Title	Cash Expenditures
SEPTEMBER 2008	331.95	580		FA0516355	01	32	KA8	AAX	INFANTS & TODDLERS W/DISAB FED EV08	232.50
SEPTEMBER 2008	331.95	580		FA0516355	01	091108	KA9	AAX	INFANTS & TODDLERS W/DISAB FED EV08	9,925.00

462,231.50

711,125.00 711,125.00

## REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.95-021-05	
2) State Agency Name :	Tennessee Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Maintenance and Technical Assistance for Tennessee's Early Intervention Data System (TEIDS)	
4) Contractor :	Yahasoft, Inc.	
5) Contract #	FA-05-16355-00	
6) Contract Start Date :	4/13/2005	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	3/14/2010	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$711,125.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	02	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	2/15/09	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	3/14/2010	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$971,125.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
This amendment will allow the State to receive the following new deliverables : a. Training of specific Department of Education (DOE) staff as TEIDS "super-users" towards independence in maintaining TEIDS; b. Updated TEIDS User Manual in hard copy and electronic formats;		



- c. Training of a specific DOE staff as a TEIDS programmer given the State's eventual ownership of the TEIDS software and eventual TEIDS server administration; and
- d. Specific TEIDS programming related to include updated Federal reporting requirements in response to the 9/08 federal monitoring visit and recommendations

Total increase in maximum liability = \$ 260,000.00

**15) Explanation of Need for the Proposed Amendment :**

To continue monitoring and tracking of Part C federal mandates with TEIDS as the State's web-based data system for tracking program costs and early childhood outcomes. Even with the added funds of this amendment, this vendor's overall costs to the state are still well under the vendor who came in 2<sup>nd</sup> place in the 2005 RFP process. This amendment will complete the transition training that will lead to independence from the developer of the software and the term of the contract. This amendment will be 100% federally funded.

**16) Name & Address of Contractor's Current Principal Owner(s) :**  
(not required if proposed contractor is a state education institution)

Roy Su, President and Owner, Yahasoft, Inc. 9505 Knollcrest Blvd. Alpharetta, GA 30022 (678) 549-9899

**17) Documentation of Office for Information Resources Endorsement :**  
(required only if the subject service involves information technology)

select one:

☐

Documentation Not Applicable to this Request

☒

Documentation Attached to this Request

**18) Documentation of Department of Personnel Endorsement :**  
(required only if the subject service involves training for state employees)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**19) Documentation of State Architect Endorsement :**  
(required only if the subject service involves construction or real property related services)

select one:

☒

Documentation Not Applicable to this Request

☐

Documentation Attached to this Request

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

The State has not explored use of a procurement alternative for this project since Yahasoft, Inc. continues to meet or exceed expectations and deliverables. Recruiting and training a new vendor would create an undo burden and cost to the state including interruption of early intervention services to eligible children.

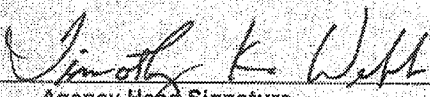
**21) Justification for the Proposed Non-Competitive Amendment :**

Since the approval of the Yahasoft Amendment 01 (see attached) the implementation of the accounts payable feature in TEIDS has lead to significant cost savings to the state. TEIDS is an audit tool for showing compliance of the federal mandate for Part C program to be the "payor of last resort"-after insurance coverage has been applied for each eligible child. Each session payment for each child's Individualized Family Service Plan (IFSP) is documented in TEIDS. Also, Targeted Case Management contacts with the child are also documented to enable an annual draw down of more federal dollars. The need for an additional amendment comes from the unanticipated amount of work intensity that was needed to establish the Central Reimbursement Office with certain enhanced TEIDS features that required time and effort to program and implement state-wide. At this point the contract needs to be amended in order to complete the training and technical assistance required for the state to take over this software for years to come.

Recent federal recommendations for tracking of each child's educational record requires an upgrade in TEIDS to insure long term relevance and compliance with this federally funded project.

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

  
Agency Head Signature

12/1/08  
Date

# C O N T R A C T   S U M M A R Y   S H E E T

12-11-07

<b>RFS #</b>				<b>Contract #</b>			
<b>331.95—021—05</b>				<b>FA-05-16355-</b>			
<b>State Agency</b>				<b>State Agency Division</b>			
Department of Education				Tennessee's Early Intervention System (TEIS)			
<b>Contractor Name</b>				<b>Contractor ID # (FEIN or SSN)</b>			
YAHASOFT, INC.				<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- 582585972-00			
<b>Service Description</b>							
TEIS - Federal							
<b>Contract Begin Date</b>		<b>Contract End Date</b>		<b>SUBRECIPIENT or VENDOR?</b>		<b>CFDA #</b>	
April 13, 2005		March 14, 2010		Vendor		See Supplemental Form	
<b>Mark Each TRUE Statement</b>							
<input type="checkbox"/> Contractor is on STARS				<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
<b>Allotment Code</b>		<b>Cost Center</b>		<b>Object Code</b>		<b>Fund</b>	
331.95		VAR		083		25	
<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>		<b>Funding Grant Code</b>		<b>Funding Subgrant Code</b>	
VAR		VAR		VAR		VAR	
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>		
2005	\$0.00	\$242,375.00			\$242,375.00		
2006	\$0.00	\$138,950.00			\$138,950.00		
2007	\$0.00	\$46,875.00			\$46,875.00		
2008	\$0.00	\$240,375.00			\$240,375.00		
2009	\$0.00	\$162,550.00			\$162,550.00		
2010	\$0.00	\$140,000.00			\$140,000.00		
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$971,125.00</b>			<b>\$971,125.00</b>		

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>	
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	John Sharp – 615-532-1658	
2005	\$242,375.00	\$0.00	<b>State Agency Budget Officer Approval</b>	
2006	\$138,950.00	\$0.00		
2007	\$46,875.00	\$0.00		
2008	\$190,375.00	\$0.00		
2009	\$92,550.00	\$120,000.00		
2010	\$0.00	\$140,000.00	<b>Funding Certification</b> (certification, required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)	
<b>TOTAL:</b>	<b>\$711,125.00</b>	<b>\$260,000.00</b>		
<b>End Date:</b>	<b>3/14/2010</b>	<b>3/14/2010</b>		

<b>Contractor Ownership</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT Minority/Disadvantaged	
<b>Contractor Selection Method</b> (complete for ALL base contracts— N/A to amendments or delegated authorities)				
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *		
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)			
<b>* Procurement Process Summary</b> (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)				

**AMENDMENT TWO  
TO FA-05-16355-00**

This Contract Amendment is made and entered by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and YAHASOFT, INC., hereinafter referred to as the "Contractor." It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Contract is hereby amended as follows:

1. The following provisions are added as Contract Sections A.II.b.12.T.-V.:
  - T. Allows for the verification of child outcomes by TEIS District, required for Federal reporting
  - U. Allows for the monitoring of timely delivery of TEIS services with advanced search features for State Education Agency (SEA) user types
  - V. Allows for new federal requirements for collection of compliance indicators for the Part C Annual Progress Report
2. The following provisions are added as Contract Sections A. II.c.19.H.-I.:
  - H. Continual housing of the TEIDS server until the end date of this contract
  - I. Added networking enhancements in TEIDS for compatibility with the State's Data Center
3. The text of Contract Section C.1. is deleted in its entirety and replaced with the following:
 

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Nine Hundred Seventy-One Thousand One Hundred and Twenty-Five Dollars and No Cents (\$971,125.00). The payment rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

The revisions set forth herein shall be effective 2/15/09. All other terms and conditions not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF:**

**YAHASOFT, Inc.:**

---

**CONTRACTOR SIGNATURE**

**DATE**

---

**PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)**

**DEPARTMENT OF EDUCATION:**

---

**TIMOTHY K. WEBB, COMMISSIONER**

**DATE**

**APPROVED:**

---

**M. D. GOETZ, JR., COMMISSIONER**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

---

**TIMOTHY K. WEBB, COMMISSIONER**

**DATE**

**APPROVED:**

---

**M. D. GOETZ, JR., COMMISSIONER**  
**DEPARTMENT OF FINANCE AND ADMINISTRATION**

**DATE**

---

**JOHN G. MORGAN, COMPTROLLER OF THE TREASURY**

**DATE**

081607

**FAX/EMAIL TRANSMITTAL**

to Request OIR Procurement Endorsement

TO : Jane Chittenden, Director  
OIR Procurement & Contract Management FAX # 741-6164

FROM : Kristen Broussard, Director of Contracts FAX # 253-5705

DATE : 10/17/08 *McKeever*

RFS # 331.95-021-05 (FA-05-16355-00)

RE : Procurement Endorsement — Amendment #2 to Yahasoftware Contract

INFORMATION SYSTEMS PLAN PROJECT: N/A

NUMBER OF FAX PAGES (including cover) : N/A FOR EMAIL

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Kristen Broussard at 615-532-8539.

Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).

Thank you for your help.

Attachment(s)

Must include the entire contract or amendment document and where applicable, the non-competitive contract or amendment request form. The original contract and any prior amendments that were applied to the same section of the contract must be provided with an amendment. Electronic copies of the contract, amendments, and request form without signature are acceptable.

RFP documents must be provided in electronic form.

OIR Endorsement :

*Mark Bengel (go)*

OIR Chief Information Officer

*11/17/08*

Date

# REVISED CONTRACT SUMMARY SHEET

121107

<b>RFS #</b>		<b>Contract #</b>	
<b>331.95-021-05</b>		<b>FA-05-16355</b>	
<b>State Agency</b>		<b>State Agency Division</b>	
Department of Education		TEIS	
<b>Contractor Name</b>		<b>Contractor ID # (FEIN or SSN)</b>	
YAHASOFT INC.		<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V582585972-00	
<b>Service Description</b>			
TEIS - Federal			
<b>Contract BEGIN Date</b>	<b>Contract END Date</b>	<b>Subrecipient or Vendor?</b>	<b>CFDA #</b>
April 13, 2005	March 14, 2010	Vendor	See Supplement Form

<b>Mark Each TRUE Statement</b>			
<input checked="" type="checkbox"/> Contractor is on STARS		<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts	
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>
331.95	VAR	083	25
<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>		
VAR	VAR		
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>
2005	\$0.00	\$242,375.00	\$0.00
2006	\$0.00	\$138,950.00	\$0.00
2007	\$0.00	\$46,875.00	\$0.00
2008	\$0.00	\$240,375.00	\$0.00
2009	\$0.00	\$42,550.00	\$0.00
2010	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$0.00</b>	<b>\$711,125.00</b>	<b>\$0.00</b>

OCR RELEASED  
 APR 25 2008  
 TO ACCOUNTS

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>		
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>
2005		
2006		
2007		
2008		
2009		
2010		
<b>TOTAL:</b>		
<b>End Date</b>		

<b>State Agency Fiscal Contact &amp; Telephone #</b>
John Sharp - 615-532-1658
<b>State Agency Budget Officer Approval</b>
<i>John J. Sharp 4-23-08</i>
<b>Funding Certification</b> (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)

<b>Contractor Ownership</b> (complete for ALL base contracts—N/A to amendments or delegated authorities)				
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> Government
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged	
<b>Contractor Selection Method</b>				
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation *	<input type="checkbox"/> Alternative Competitive Method *		
<input type="checkbox"/> Non-Competitive Negotiation *	<input type="checkbox"/> Negotiation w/ Government (ID, GG, GU)			

<b>* Procurement Process Summary</b> (complete for selection by Non-Competitive Negotiation, Competitive Negotiation, OR Alternative Method)	
Contract was awarded through the RFP process.	

OCR  
 APR 24 2008  
 RECEIVED

# CONTRACT SUMMARY SHEET SUPPLEMENT

Contract Number	FA-05-16355-00
-----------------	----------------

<b>Fiscal Year</b>	2005
--------------------	------

[illegible]





**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North - 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Rep. Charles Curtiss, Chairman**

**Representatives**

Curt Cobb Donna Rowland  
Curtis Johnson David Shepard  
Gerald McCormick Curry Todd  
Mary Pruitt Eddie Yokley  
Craig Fitzhugh, *ex officio*  
Speaker Jimmy Naifeh, *ex officio*

**Sen. Douglas Henry, Vice-Chairman**

**Senators**

Doug Jackson Reginald Tate  
Bill Ketron Jamie Woodson  
Paul Stanley  
Randy McNally, *ex officio*  
Lt. Governor Ron Ramsey, *ex officio*

**M E M O R A N D U M**

TO: The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

FROM: Charles Curtiss, Chairman, Fiscal Review Committee  
Bill Ketron, Chairman, Contract Services Subcommittee

DATE: May 22, 2007

SUBJECT: **Contract Comments**  
(Contract Services Subcommittee Meeting 5/21/07)

cc  
BK

RFS# 331.95-021

Department: Education

Contractor: Yahasoft, Inc.

Summary: The vendor is currently responsible for the development of the Tennessee Early Intervention Data System (TEIDS) for the Department. This amendment will allow the necessary programming adjustments to the current system to implement a central reimbursement program statewide. The term of the contract remains the same, effective through March 14, 2010.

Maximum liability: \$493,825

Maximum liability w/amendment: \$711,125

After review, the Fiscal Review Committee voted to recommend approval of the contract amendment. The Committee requested the Department report back at the Committee's first meeting in 2008 regarding the savings to the State as a result of this amendment.

cc: The Honorable Lana Seivers, Commissioner, Department of Education  
Mr. Robert Barlow, Director, Office of Contracts Review

# CONTRACT SUMMARY SHEET

8-8-05

<b>RFS #</b>	<b>Contract #</b>
<b>331.95-021-05</b>	<b>FA-05-16355-01</b>
<b>State Agency</b>	<b>State Agency Division</b>
Department of Education	TEIS
<b>Contractor Name</b>	<b>Contractor ID # (FEIN or SSN)</b>
YAHASOFT INC.	<input type="checkbox"/> C- or <input checked="" type="checkbox"/> V- V582585972-00

RECEIVED

DEC 28 2007

FISCAL REVIEW

<b>Service Description</b>			
TEIS - Federal			
<b>Contract Begin Date</b>	<b>Contract End Date</b>	<b>SUBRECIPIENT or VENDOR?</b>	<b>CFDA #</b>
April 13, 2005	March 14, 2010	Vendor	See Supplement Form

<b>Mark, if Statement is TRUE</b>					
<input checked="" type="checkbox"/> Contractor is on STARS as required			<input checked="" type="checkbox"/> Contractor's Form W-9 is on file in Accounts as required		
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Funding Grant Code</b>	<b>Funding Subgrant Code</b>
331.95	VAR	083	25	VAR	VAR
<b>FY</b>	<b>State</b>	<b>Federal</b>	<b>Interdepartmental</b>	<b>Other</b>	<b>TOTAL Contract Amount</b>
2005	\$0.00	\$242,375.00	\$0.00	\$0.00	\$242,375.00
2006	\$0.00	\$138,950.00	\$0.00	\$0.00	\$138,950.00
2007	\$0.00	\$46,875.00	\$0.00	\$0.00	\$46,875.00
2008	\$0.00	\$190,375.00	\$0.00	\$0.00	\$190,375.00
2009	\$0.00	\$92,550.00	\$0.00	\$0.00	\$92,550.00
2010	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>TOTAL:</b>	\$0.00	\$711,125.00	\$0.00	\$0.00	\$711,125.00

<b>— COMPLETE FOR AMENDMENTS ONLY —</b>			<b>State Agency Fiscal Contact &amp; Telephone #</b>
<b>FY</b>	<b>Base Contract &amp; Prior Amendments</b>	<b>THIS Amendment ONLY</b>	John Sharp - 615-532-1658
2005	\$242,375.00	\$0.00	<b>State Agency Budget Officer Approval</b>
2006	\$138,950.00	\$0.00	
2007	\$46,875.00	\$0.00	
2008	\$37,500.00	\$152,875.00	<b>Funding Certification</b> (certification required by T.C.A. § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)
2009	\$28,125.00	\$64,425.00	
2010		\$0.00	
<b>TOTAL:</b>	<b>\$493,825.00</b>	<b>\$217,300.00</b>	
<b>End Date:</b>	<b>3/14/2010</b>	<b>3/14/2010</b>	

<b>Contractor Ownership</b>			
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input checked="" type="checkbox"/> NOT minority/disadvantaged
<input type="checkbox"/> OTHER minority/disadvantaged			

<b>Contractor Selection Method</b>		
<input checked="" type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation	<input type="checkbox"/> Alternative Competitive Method
<input type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Government	<input type="checkbox"/> Other

<b>Procurement Process Summary</b>
Contract was awarded through RFP process.

C O N T R A C T   S U M M A R Y   S H E E T S U P P L E M E N T A L   S C H E D U L E							
Contract Number	FA-05-16355-00						
Fiscal Year	2005						
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
331.95	580	083	25	KA6	AAX	84.181	\$157,543.75
331.36	445	083	25	LM5	AAX	84.173	\$84,831.25
Fiscal Year	2006						
331.95	580	083	25	KA6	AAX	84.181	\$90,317.50
331.36	445	083	25	LM5	AAX	84.173	\$48,632.50
Fiscal Year	2007						
331.36	445	083	25	LM6	AAX	84.173	\$16,406.25
331.95	580	083	25	KA6	AAX	84.181	\$30,468.75
Fiscal Year	2008						
331.95	580	083	25	KA8	AAX	84.181	\$123,744.00
331.36	445	083	25	LM7	ACX	84.173	\$66,631.00
Fiscal Year	2009						
331.95	580	083	25	KA8	AAX	84.181	\$60,157.50
331.36	445	083	25	LM8	ACX	84.173	\$32,392.50
<b>TOTAL</b>							<b>\$711,125.00</b>

07/13/2007 16:35 615 532 9412

TN DEPT EDUCATION

PAGE 02/03

AMEND  
010102**AMENDMENT # 01  
TO CONTRACT FA-05-16355-00**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the State, and YAHASOFT INC., hereinafter referred to as the Contractor, is hereby amended as follows:

1. Add the following as Section A.II.b.12:

- Q. Allow for the verification of the therapeutic services appropriate to the child's IFSP and receipt of correct documentation (via TEIDS) for the delivered service as invoiced and billed by the provider.
- R. Allow for verification of appropriate documentation from other payor sources
- S. Allow for the verification of information received directly from the service provider (ex. Speech Therapist, Physical Therapist, etc.) according to written/approved business rules

2. Add the following to Section A.II.c.19:

- G. TEIDS Data Quality Control and Data Conversion includes testing the system prior to rollout of new functions and the ability to produce data reports

3. Add the following to Section A.II.d.

The TEIDS Targeted Case Management fiscal reporting function will include the development of fields for verifying Targeted Case Management contact dates via documented monthly face to face contacts with the child for potential Medicaid reimbursement

The TEIDS Ad Hoc Query Tools will allow for the ability to have search functions such as searching for the child by last name or by district or by child's active/inactive status to insure adherence to state fiscal policies.

The TEIDS new fiscal reporting functions will link service delivery and child attendance to the allowable IFSP costs.

4. Add the following as Section A.III.b.7.

**III.b.7. Daily Support and Maintenance**

This Category describes the Daily Support and Maintenance needed after the implementation of the TEIDS software.

- A. TEIDS Daily Support and Maintenance includes a Help Desk function for district and state office users as well as service providers entering data. The Contractor is accessible by phone, fax, and email during the course of this contract. The Contractor is will be present in Tennessee for TEIDS training as per current contract deliverables.
- B. TEIDS will include the ability to crosswalk the IFSP team's written child services to the Accounts/Payable function.

MDL/KW 7-18-07  
7/13/07  
HCS  
7/14/07

07/13/2007 16:35 615 532 9412

TN DEPT EDUCATION

PAGE 03/03

AMEND  
010102

## 5. Delete in its entirety C.1. and replace with the following:

C.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Seven Hundred Eleven Thousand One Hundred Twenty Five Dollars and No Cents (\$711,125.00). This amount shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations here under regardless of the difficulty, hours worked, or materials or equipment required. The Contract Amount includes, but is not limited to, all applicable taxes, fees, overhead, profit, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

MDG/HW  
7-18-07  
7/13/07  
7/14/07

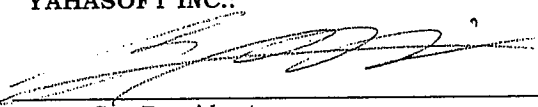
## 6. Add the following to Section C.3.

Development of an Accounts Payable of the TEIDS database - Due on or before 8/30/07	\$16,500.00/ Upon Acceptance by the State
Development of Fiscal Reporting Functions for Targeted Case Management the response function for State and District Administrators- Due on or before 8/30/07	\$13,725.00/Upon Acceptance by the State
Development of Ad Hoc Query Tools for State and District users and service providers on or before 8/30/07	\$18,225.00/Upon Acceptance by the State
Development of new reports to include service delivery and child attendance on or before 8/30/07	\$42,225.00/Upon Acceptance by the State
Daily Technical Support and Maintenance Ongoing-through 3/14/08	\$82,450.00/Upon Acceptance by the State
Data Quality Control and Data Conversion Ongoing-through 3/14/08	\$17,250.00/Upon Acceptance by the State
New Maintenance and Support needs for the IFSP crosswalk to Accounts Payable Ongoing-to 3/14/09	\$26,925.00/Upon Acceptance by the State

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

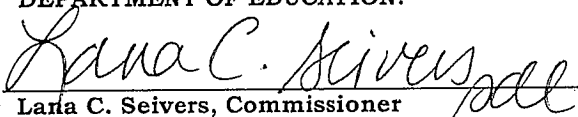
IN WITNESS WHEREOF:

YAHASOFT INC.:

  
\_\_\_\_\_  
Roy Su, President

5/24/2007  
\_\_\_\_\_  
Date

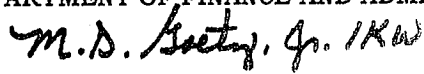
DEPARTMENT OF EDUCATION:

  
\_\_\_\_\_  
Lana C. Seivers, Commissioner

6/20/07  
\_\_\_\_\_  
Date

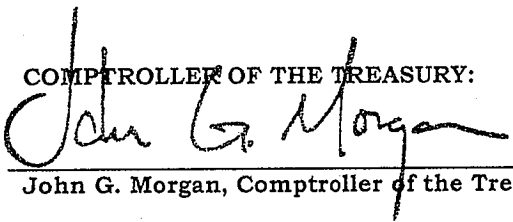
APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

  
\_\_\_\_\_  
M. D. Goetz, Jr., Commissioner

JUL 18 2007  
\_\_\_\_\_  
Date

COMPTROLLER OF THE TREASURY:

  
\_\_\_\_\_  
John G. Morgan, Comptroller of the Treasury

7-19-07  
\_\_\_\_\_  
Date



RECEIVED

MAY 11 2007

FISCAL REVIEW

**PHIL BREDESEN**  
GOVERNOR

STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**  
6<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

**LANA C. SEIVERS, Ed.D.**  
COMMISSIONER

TO: Mr. Jim White, Fiscal Review Committee

FROM: Lana C. Seivers, Commissioner *LCS*

DATE: May 10, 2007

RE: Request to appear before Fiscal Review Committee regarding Request for Non-Competitive Amendment to Contract # FA-05-16355-00

Please consider the enclosed information regarding a request for Non-Competitive Contract between the Department and Yahasoftware, Inc.

The proposed amendment will allow the vendor to provide the following new deliverables for the Department's Early Intervention Program

- Development of an Accounts Payable section in the current Tennessee Early Intervention Data System (TEIDS)
- Development of Fiscal Reporting for Targeted Case Management
- Development of Ad Hoc Query tools for State and District users
- Data Conversion and Quality control
- Development of new reports
- Development of a new "crosswalk" section between the child's service plan and the Accounts Payable function in the data system.

The total increase in the maximum liability for these additional scope items is \$217,300.00 which will be fully funded with Federal dollars.

Thank you for your consideration.

CC: Dr. Timothy K. Webb,  
Mr. Joseph Fisher  
Mr. Jamie Kilpatrick

083008

**FAX TRANSMITTAL****to Request OIR Procurement Endorsement**

**TO :** Jane Chittenden, Director  
OIR Procurement & Contract Management **FAX # 741-6164**

**FROM :** Lana C. Seivers, Commissioner **FAX # 741-6793**

**DATE :** 05/10/07

**RFS #** 331.95-021-05 (FA-05-16355-00)

**RE :** Procurement Endorsement — amendment to Yahasoft contract

**NUMBER OF FAX PAGES (including cover) : 4**

The nature and scope of service detailed in the attached service procurement document(s) appears to require Office for Information Resources (OIR) review and support, because the procurement involves information technology or information systems services.

This communication seeks to ensure that OIR is aware of the procurement and has an opportunity to review the matter. Please determine whether OIR is supportive of the procurement. If you have any questions or concerns about this matter, please call Samantha Law at 615-532-8539.

**Please indicate below your response to this proposed procurement, and return this communication at your earliest convenience (note the return FAX number above).**

Thank you for your help.

Attachment(s)

**OIR Endorsement :**

Bill Angell (s)

5/31/07

**OIR Chief Information Officer****Date**



## REQUEST: NON-COMPETITIVE AMENDMENT

COPY

To DCR  
5/10

APPROVED

Commissioner of Finance &amp; Administration

Date:

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) RFS #	331.95-021-05	
2) State Agency Name :	Tennessee Department of Education	
EXISTING CONTRACT INFORMATION		
3) Service Caption :	Development of the Tennessee Early Intervention Data System (TEIDS)	
4) Contractor :	Yahasoft, Inc.	
5) Contract #	FA -05-16355-00	
6) Contract Start Date :	4/13/05	
7) <u>Current</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	3/14/2010	
8) <u>Current</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$493,825.00	
PROPOSED AMENDMENT INFORMATION		
9) <u>Proposed</u> Amendment #	01	
10) <u>Proposed</u> Amendment Effective Date : (attached explanation required if date is < 60 days after F&A receipt)	07/15/07	
11) <u>Proposed</u> Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	03/14/2010	
12) <u>Proposed</u> Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	\$711,125.00	
13) Approval Criteria : (select one)	<input checked="checked" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service	
14) Description of the Proposed Amendment Effects & Any Additional Service :		
This amendment will allow the vendor to provide the State with the following new deliverables: <ul style="list-style-type: none"> <li>a. Development of an Accounts Payable section (as defined in response to question 14) of the database by 6/30/07 - increase in maximum liability of \$16,500.00</li> <li>b. Development of Fiscal Reporting Functions for Targeted Case Management (as defined in the response to question 14) reporting function for State and District Administrators by 6/30/07 - increase in maximum liability of \$13,725.00</li> <li>c. Development of Ad Hoc Query tools (as defined in the response to question 14) for State and District users and</li> </ul>		

- service providers by 6/30/07 - increase in maximum liability of \$18,225.00
- d. Daily Support and Maintenance (as defined in response to question 14) -Ongoing through 3/14/08 - increase in maximum liability of \$82,450.00
- e. Data Quality Control and Data Conversion(as defined in response to question 14) -Ongoing through 3/14/08 - increase in maximum liability of \$17,250.00
- f. Development of new reports to include service delivery and child attendance (as defined in response to question 14)- 6/30/07 - increase in maximum liability of \$42,225.00
- g. New Maintenance and Support needs for the IFSP "crosswalk" to Accounts Payable(as defined in response to question 14)-Ongoing-7/14/07- increase in maximum liability of \$26,925.00

Total increase in maximum liability = **\$217,300.00**

#### 15) Explanation of Need for the Proposed Amendment :

TEIS is mandated by Part C of the Individuals with Disabilities Education Act (IDEA) to provide early intervention services to eligible infants and toddlers and their families. In order to comply with Federal and State regulations for identifying and tracking eligible children, a state wide, web based system has been developed to maximize the accuracy of this data. Tennessee is committed to a family-centered community-based system of early intervention services for eligible infants and toddlers and their families. As part of that commitment, the Office of Early Childhood proposes to establish a finance system that will support services to children and families served by the Tennessee's Early Intervention System (TEIS). The additional design elements related to TEIDS will allow the Department of Education (DOE) to ensure clear adherence to the Payor of Last Resort Provision by all early intervention service providers in Tennessee. TEIDS will further guarantee that all Providers that receive direct Part C funds will be required to operate with one set of program policies, one set of data rules, one set of rates, and one set of business rules.

DOE has traditionally allowed 9 local points of entry in the nine district offices to subcontract with local vendors for payment of eligible services such as speech, physical, and occupational therapies. To insure the federal requirements that TEIS be the "payor of last resort", it has become evident that a centralized contracting and data management for billing should be implemented to replace a system that has had a history of unexpected cost overruns leading to a frequent occurrence of supplemental funding requests and potential supplanting of federal funds. We currently have a system of locally negotiated fiscal controls, payment policies, contract standards and data management. The need to operate TEIS with sound business practices hinges on developing one set of consistent fiscal practices that will be followed statewide by all staff and vendors. The Tennessee's Early Intervention Data System's Accounts Payable/Fiscal components will be an integral part of the development of a sound administrative plan for the program.

Despite the setting of state-wide rates for services, set by the TN Department of Education, there is an inconsistent delivery of infant/toddler therapies, creating inequities in this system. In one example, a certain vendor may have five separate Point of Entry sub-contracts with varied parameters in each one. In order to operate TEIS with sound business practices a Central Reimbursement Office (CRO) staffed by state employees, primarily in Nashville, will ensure the Federal mandate of "payor of last resort" by:

**Accounts Payable section** includes the following :

- Verifies the therapeutic services appropriate to the child's IFSP and ensures that correct documentation (via TEIDS) for the delivered service was invoiced and billed by the provider in a timely manner
- Verifying appropriate documentation from other payor sources
- Verifying information directly from the service provider (ex. Speech Therapist, Physical Therapist, etc.)according to written/approved business rules

**Targeted Case Management fiscal reporting functions** includes the following:

Fields for verifying Targeted Case Management contact dates (via documented monthly face to face contacts) with the child for potential Medicaid reimbursement as per the interagency contract with the Department of Children's Services

**Ad Hoc Query Tools** includes the following: The ability to have search functions such as searching for the child by last name or by district or by child's active/inactive status to insure adherence to state fiscal policies.

**Daily Support and Maintenance** includes: a Help Desk function for district and state office users as well as service providers entering data. The Contractor is accessible by phone, fax, and email during the course of this contract. The Contractor is also periodically physically present in Tennessee for TEIDS training as per current contract deliverables.

**Data Quality Control and Data Conversion** includes: testing the system prior to rollout of new functions and the ability to produce data reports

**New Maintenance and Support Needs** includes: the new ability to "crosswalk" the IFSP team's written child services to the new Accounts/Payable function

This amendment will allow the contractor to provide the State with the necessary programming adjustments to the current data collection system that will make it possible for the State to implement the Central Reimbursement office program statewide

#### 16) Name & Address of Contractor's Current Principal Owner(s) :

(not required if proposed contractor is a state education institution)

Yahasoft, Inc.  
9505 Knollcrest Blvd.

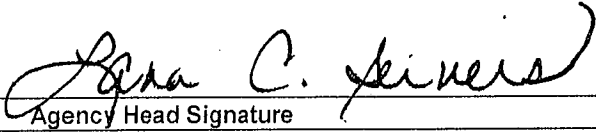
Alpharetta, Ga. 30022 (678) 549-9899 Roy Su, President and Owner		
<b>17) Documentation of Office for Information Resources Endorsement :</b> (required <u>only</u> if the subject service involves information technology)		
<b>select one:</b>	<input type="checkbox"/> Documentation Not Applicable to this Request	<input checked="" type="checkbox"/> Documentation Attached to this Request
<b>18) Documentation of Department of Personnel Endorsement :</b> (required <u>only</u> if the subject service involves training for state employees)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>19) Documentation of State Architect Endorsement :</b> (required only if the subject service involves construction or real property related services)		
<b>select one:</b>	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
<b>20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :</b>		
<p>To date, the State has not explored use of a procurement alternative. The current contract was awarded through RFP process in April 2005. Yahasoft, Inc. has created all deliverables in developing Tennessee's Early Intervention Data System (TEIDS) specifically for Tennessee's Early Intervention System (TEIS); adding an accounts payable function over the next two fiscal years should be considered a natural progression in the scope of services and will help avoid delays/interruptions in state wide services to eligible children and the production of data required by the Federal Office of Special Education Programs.</p> <p>No other vendor has been researched or identified to provide the State with the additional deliverables that will be needed to form a centralized reimbursement on TEIDS as further defined in responses to questions 14 and 20. Recruiting and training a new vendor would create an undo burden and excessive cost to TEIS including interruption of services to children.</p>		
<b>21) Justification for the Proposed Non-Competitive Amendment :</b>		
<p>As of 4/7/07, after completing a fiscal analysis of TEIS with the support of the Governor's Office of Children's Care Coordination (GOCCC), the Division of Special Education is recommending the implementation of a Central Reimbursement Office (CRO) which includes the need for additional TEIDS programming:          The CRO /TEIDS Accounts Payable features should :</p> <ul style="list-style-type: none"> <li>• Track and report all resources used for Early Intervention (EI) services</li> <li>• Receive and dispense all relevant State and Federal EI resources for maximum use</li> <li>• Assist in the provision of processing timely reimbursement to providers of EI services</li> <li>• Meet financial and demographic reporting needs of Federal , State, and Local funding sources</li> <li>• Manage the level of resources to ensure fiscal accountability</li> <li>• Provide web based access to information using appropriate safeguards to assure confidentiality and the rights of the child and family</li> <li>• Provide financial projections on the cost of EI services via the electronic data system (TEIDS)</li> <li>• Verifying all invoices via TEIDS to approved vendors by matching the service to the child's IFSP</li> <li>• Transmitting payments to providers via TEIDS from a pool of Federal and State allocations as well as Medicaid reimbursements via the current Targeted Case Management (TCM) Billing contract with the Dept. of Children's Services</li> <li>• Quality assurance and auditing reports will periodically be produced and compared to TEIDS data and on-site records</li> </ul> <p>The CRO (Central Reimbursement Office) will seek support from the Department of Education to establish and enforce guidelines that prevent excessive service provision over and above Early Intervention /Part C obligations. Centralizing payment according to state-wide operating rates establishes equity across geography, programs, and disciplines. Centralized pooling of funds maximizes utilization of multiple fund sources, lowers distribution costs and eliminates indirect cost rates and other grant contracting difficulties.</p> <p>Adding to the scope of services in the current contract will be the most efficient use of state funds. This state- wide data system has already demonstrated efficiencies via a prototype model that the Contractor has developed following the recommendations of The Governor's Office of Children's Care Coordination for a Central Reimbursement Office.</p> <p>TEIDS intends to assure accountability for TEIS resources via Yahasoft, Inc. by:</p> <ul style="list-style-type: none"> <li>Centralize contracting in DOE Administration. Integrating reporting elements into TEIDS</li> <li>Consolidate billing functions within the existing DOE administration systems.</li> <li>Increase by four FTEs the number of billing staff to accommodate the volume of work.</li> <li>Align contract Scope of Services to conform to the new system.</li> <li>Specify responsibilities of TEIS Districts to develop and maintain good provider relations at the local level.</li> <li>Establish Vendor Agreements in lieu of contracts where appropriate.</li> <li>Establish Data Management and Federal reporting function and position in OECP to assure better integration of program and</li> </ul>		

financial management information

The additional cost of this amendment will be will be paid throughout the life of the contract .

**REQUESTING AGENCY HEAD SIGNATURE & DATE :**

(must be signed & dated by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)

  
Agency Head Signature

5-9-07  
Date

# C O N T R A C T   S U M M A R Y   S H E E T

RFS Number:	331.95-021-05	Contract Number:	FA-05-16355-00
State Agency:	Department of Education	Division:	TIPS
Contractor		Contractor Identification Number	
YAHASOFT INC.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	V582585972-00

## Service Description

Infants & Toddlers

Contract Begin Date	Contract End Date
April 13, 2005	March 14, 2010

Allotment Code	Cost Center	Object Code	Fund	Grant	Grant Code	Subgrant Code
331.95	var	var	25	<input checked="" type="checkbox"/> on STARS	var	var

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount (including ALL amendments)
2005	\$0.00	\$242,375.00	\$0.00	\$0.00	\$242,375.00
2006	\$0.00	\$138,950.00	\$0.00	\$0.00	\$138,950.00
2007	\$0.00	\$46,875.00	\$0.00	\$0.00	\$46,875.00
2008	\$0.00	\$37,500.00	\$0.00	\$0.00	\$37,500.00
2009	\$0.00	\$28,125.00	\$0.00	\$0.00	\$28,125.00
<b>Total:</b>	<b>\$0.00</b>	<b>\$493,825.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$493,825.00</b>

CFDA #	See Supplement Form	Check the box ONLY if the answer is YES:	
State Fiscal Contact		Is the Contractor a SUBRECIPIENT? (per OMB A-133)	<input checked="" type="checkbox"/>
Name:	John Sharp	Is the Contractor a VENDOR? (per OMB A-133)	<input type="checkbox"/>
Address:	710 James Robertson Pkwy 6th Floor, Andrew Johnson Tower Nashville, TN 37243	Is the Fiscal Year Funding STRICTLY LIMITED?	<input checked="" type="checkbox"/>
Phone:	615-532-1658	Is the Contractor on STARS?	<input checked="" type="checkbox"/>
Procuring Agency Budget Officer Approval Signature		Is the Contractor's FORM W-9 ATTACHED?	<input type="checkbox"/>
		Is the Contractors Form W-9 Filed with Accounts?	<input checked="" type="checkbox"/>

COMPLETE FOR ALL AMENDMENTS (only)			Funding Certification
	Base Contract & Prior Amendments	This Amendment ONLY	Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.
END DATE →			
FY:			
FY:			
FY:			
FY:			
FY:			
FY:			
<b>Total:</b>	<b>\$0.00</b>	<b>\$0.00</b>	

RECEIVED  
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 COMPTROLLER'S OFFICE  
 OFFICE OF  
 MANAGEMENT SERVICES

## CONTRACT SUMMARY SHEET SUPPLEMENTAL SCHEDULE

Contract Number							
Fiscal Year		2005					
Allotment Code	Cost Center	Object Code	Fund	Grant Code	Subgrant Code	CFDA #	Amount
331.36	445	083	25	LM5	AAX	84.173	\$84,831.25
331.95	580	083	25	KA6	AAX	84.181	\$157,543.75
Fiscal Year	2006						
331.36	445	083	25	LM5	AAX	84.173	\$48,632.50
331.95	580	083	25	KA6	AAX	84.181	\$90,317.50
Fiscal Year	2007						
331.36	445	083	25	LM5	AAX	84.173	\$16,406.25
331.95	580	083	25	KA6	AAX	84.181	\$30,468.75
Fiscal Year	2008						
331.36	445	083	25	LM5	AAX	84.173	\$13,125.00
331.95	580	083	25	KA6	AAX	84.181	\$24,375.00
Fiscal Year	2009						
331.95	580	083	25	KA6	AAX	84.181	\$18,281.25
331.36	445	083	25	LM5	AAX	84.173	\$9,843.75
TOTAL						\$493,825.00	

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
YAHASOFT INC.**

This Contract, by and between the State of Tennessee, DEPARTMENT OF EDUCATION, hereinafter referred to as the "State" and YAHASOFT INC., hereinafter referred to as the "Contractor," is for the provision of the Tennessee Early Intervention Data System (TEIDS), as further defined in the "SCOPE OF SERVICES."

The Contractor is A FOR-PROFIT CORPORATION. The Contractor's address is:

9505 KNOLLCREST BLVD  
ALPHARETTA, GA 30022

The Contractor's place of incorporation or organization is Georgia.

**A. SCOPE OF SERVICES:**

**I. General Information**

***I.a. General Overview***

- I.a.1 Summary
- I.a.2 Definitions
- I.a.3 Project Schedule

**II. Functionality**

***II.a. General Information***

- II.a.1 General
- II.a.2 Security
- II.a.3 Administrative Capability
- II.a.4 License Requirements

***II.b. Child and Family Data***

- II.b.5 Child and Family
- II.b.6 Notification/Referral/Enrollment
- II.b.7 Health
- II.b.8 Assessment/Evaluation/Eligibility
- II.b.9 Service Provider Demographics
- II.b.10 Master Scheduling and Student Assignment
- II.b.11 IFSP
- II.b.12 Record of Services Received
- II.b.13 Transfer
- II.b.14 Exit/Transition
- II.b.15 Calculated Fields

***II.c. District/Agency/County Level Data***

- II.c.16 Child Find
- II.c.17 Personnel
- II.c.18 Due Process/Complaint tracking
- II.c.19 Data Verification/Validation

***II.d. Reporting***

- II.d.20 Child Level Reporting
- II.d.21 State/District/Agency Level Reporting/Monitoring

**III. Implementation/Training/Support**

***III.a. Implementation/Training***

- III.a.1 Data Element Conversion

- III.a.2 Implementation
- III.a.3 Training
- III.a.4 Documentation
- III.b. Support**
- III.b.5 On-Site Support
- III.b.6 Project Programming Hours



## I. General Information

### I.a. General Overview

#### I.a.1. Summary

Part C - Infants and Toddlers with Disabilities, of IDEA (Individuals with Disabilities Education Act) is a federally regulated program that offers financial assistance to States to develop and implement a system that provides early interventions services for infants and toddlers with disabilities and their families. These services are made available in the state of Tennessee through Tennessee's Early Intervention System (TEIS). The lead agency for this State's system is the State of Tennessee Department of Education, Division of Special Education. The State Department will provide a project liaison to this project.

The Tennessee Early Intervention System is managed through a dynamic hierarchy of administrative entities at the local, regional, and statewide levels. The TEIS consists of a central state office that coordinates and supervises the functions of nine district (regional) offices. Each district office coordinates the central Point of Entry (POE) and service coordination for their entire region, and coordinates the delivery of service to children in that district. Within each district is an array of service providers that deliver the actual services at the local level to the families and children. This number is a fluctuating number from year to year based on the enrollment and contracted service providers. The user level numbers must be flexible to allow for this ever changing amount. TEIDS must be designed to accommodate the sharing and exchanging of data across users within and across each of the levels (state, district, and local). In addition, TEIDS must accommodate the aggregation of data across the system levels to develop appropriate reports.

The age requirement for TEIS is birth to three years of age. There are currently approximately 4200 children served through TEIS. There are nine Points of Entry sites which serve nine districts across the state. It is at these Points of Entry that children are assigned a Service Coordinator to oversee the services provided through the TEIS program. Above the approximately 4200 children served, another 25-30% is handled by these Points of Entry via referrals, screenings, and follow up. The TEIS program currently collects and reports their required data with a FileMaker Pro database.

#### I.a.2 Definitions

This category gives definitions of terms used within the TEIDS scope of services.

1.	ABR	Auditory Brainstem Response-assessment
2.	ASSR	Auditory Steady State Response-assessment
3.	CAPTA	Child Abuse Prevention and Treatment Act
4.	CHAD	Child Health And Development
5.	CSS	Children's Special Services (via Tennessee's Dept. of Health)
6.	DMRS	Department of Mental Retardation Services
7.	DOB	Date of Birth
8.	DPOAE	Distortion Product Otoacoustic Emission-assessment
9.	DPT	Diphtheria, Pertussis, Tetanus
10.	EasyIEP	Copyrighted data base for tracking Individualized Education Plans (housed at TNDOE - managed by Public Consulting Group)
11.	EI	Early Intervention
12.	ENT	Ear, Nose, Throat
13.	EPSDT	Early Periodic Screening Diagnosis Treatment
14.	EIRA	Early Intervention Resource Agency
15.	EIS	Education Information System
16.	FERPA	Family Educational Rights and Privacy Act
17.	HIPAA	Health Insurance Portability and Accountability Act
18.	HUGS	Help Us Grow Successfully
19.	ICD	International Classification of Diseases - usually accompanied by distinctive code
20.	IDEA	Individuals with Disabilities Education Act
21.	IFSP	Individualized Family Service Plan

22. Initial Plan of Action - Service Coordinator and Parent Plan for impending evaluation. Completed at intake.
23. LEA Local Education Agency
24. MMR Measles, Mumps, Rubella
25. OAE Otoacoustic Emissions-assessment
26. OPV Oral Polio Vaccine
27. Other Service Provider - Service Provider who is not contracted through a local TEIS office but is identified through the IFSP
28. Part C Follows Part B in the Individuals with Disabilities Education Act (refers to children from birth to 3 years)
29. PCP Primary Care Physician
30. PIN Personal Identification Number
31. POE Point of Entry
32. SDE State Department of Education
33. SIF Schools Interoperability Framework
34. SSI Social Security - referral source
35. SSMS Statewide Student Management System (housed by TNDOE)
36. SSN Social Security Number
37. TDH Tennessee Department of Health
38. TEIDS Tennessee Early Intervention Data System
39. TEIS Tennessee's Early Intervention System
40. TEIS Contracted Service Provider - Service Provider who is contracted through a local TEIS office to provide services in accordance with the IFSP
41. TennCare Tennessee's Medicaid program
42. TEOAE Transient Evoked Otoacoustic Emission-assessment
43. TIPS Tennessee Infant Parent Services
44. Tymp. Tympanogram-assessment
45. WIC Women, Infants, and Children's' (federal nutrition program)

### I.a.3 Project Schedule

This category defines the deadline dates within this project along with expected deliverables.

## **Project Schedule**

All dates are considered to be deadline dates – Items can be delivered prior to schedule date

**April 13, 2005**  
Contract Start Date

**September 15, 2005**  
Contractor provides draft version of training manual for Pilot District Trainings

- September 30, 2005**
- Two Pilot Districts have completed power user level training.
  - Two Pilot Districts have capability to enter specified data and create IFSP
    - Two Pilot District have user interface to ad hoc reporting
    - Canned report format is in place

**October 31, 2005**  
Two Pilot Districts have completed end user level training.

- November 15, 2005**
- Two Pilot Districts have the capability to produce December 1, Child Count report
    - Ad hoc and canned reports are available

**March 15, 2006**  
Contractor provides final version of training manual

- March 30, 2006**
- Remaining seven districts have completed power user level training.
  - Two Pilot Districts have capability to enter data in remaining categories (II.b.11-13)
  - Remaining seven districts have capability to enter specified data and create IFSP

**September 30, 2006**  
All nine districts have the capability to produce all required district, state and federal reports

**October 1, 2006**  
State has capability to begin modification or additions of report requirements utilizing project programming hours

## II. Functionality

### II.a. General Information

#### II.a.1 General

This category gives a description of the general requirements of the Tennessee Early Intervention Data System (TEIDS) program software including the ability to interface with the current SSMS/Easy IEP System. TEIDS should be a web-based application with no workstation client software or code, other than the browser, required to run the application. Also covered are other functions including error messages and query tools. The Statewide Student Management System (SSMS) operates in the Department's standard technical architecture with web based access for the school district and school users. SSMS is centrally hosted at the State's data center and is running on Oracle 9i/10g Application Server and Oracle 9i as the database. The Department utilizes the Internet and Web-based technologies as the strategic priority for the agency to deliver information for the benefit of K-12 public Local Education Agencies (LEA). Local Education Agencies include all the State's 136 District Offices and their respective local schools. This digital strategy is consistent with the statewide information technology strategy and standards. The functionality for this category is as follows:

- A. Allow SDE to produce extract files to update the SSMS system with all additions, deletions, and changes to meet Tennessee State Department of Education requirements
- B. User-friendly (i.e. Graphical User Interface)
- C. Ability to set up user-defined fields for sections A.3 – A.20
- D. During data entry, ensure that all mandatory data items are captured and prevent acceptance of inconsistent or invalid data
- E. During data entry, provide drop down menus or user defined selection lists
- F. During data entry, provide users the ability to default values
- G. Display a meaningful error message when system errors and/or data entry errors are detected
- H. Data will be housed by the state. (i.e. users are able to access previous years' data)
- I. Query on any field in the SSMS database (Discoverer)
- J. Ability to perform search and sort on any and all data. To include single or combination items
  - 1. Search and sort and the ability to use a wild card search
- K. Compatible with Macintosh OS 8.1 or higher running Internet Explorer 5.0 or higher and Windows NT 4.0 or higher running Internet Explorer 5.5 or higher.
- L. System must comply with Oracle standards as implemented and updated by the State. The vendor shall provide the services required by this contract within the context of the technical environment described by the Tennessee Information Resources Architecture ("Technical Architecture"). The vendor may request a copy of the Technical Architecture by submitting a written request to the State contact person listed in section E.2.
- M. The application must be a state-level centralized web-based system that can provide access to all appropriate end users. Level of access to data will differ for each group of end users. End users shall include approved persons in the following agencies:
  - a. TDH
  - b. DMRS
  - c. DOE
    - i. TIPS
    - ii. TEIS
    - iii. EIRA
  - d. TEIS Contracted Service Providers
  - e. PCP
  - f. Parents
  - g. Other Service Providers
- N. The application must be designed to provide data redundancy through mirroring the application and data at a backup location.
- O. Monitoring and tuning of database and application performance and response time must be provided to ensure network and server capacity are efficiently utilized.

- P. Must be able to communicate through import/export functions
- Q. Data will be SIF compliant. See [www.SIFinfo.org](http://www.SIFinfo.org)
- R. Provide users the ability to export data in .xls or comma delimited .txt files.
- S. System must comply with HIPAA/FERPA
- T. The TEIDS system shall maintain a historical database of all entries. Selected canned state reports relative to monitoring and the reports of federally required data shall also be maintained for archival purposes. Changes to data after the generation of these monitoring and federal reports, shall not modify the previous report, but will update a new report with this change. All monitoring and federal reports shall have the date of the report clearly indicated in the header or footer. All ad-hoc reports shall not be held to this historical standard, but shall have the creation date printed on the report.

#### **II.a.2 Security**

This category gives a description of the security features of the TEIDS software including setting up of user groups and data encryption that adheres to the current Tennessee Information Resources Architecture. (See Section 1.5.1.1) The security functionality in this section is as follows:

- A. User authentication will be by user-id and password, assigned by POE security administrator. POE security administrators will be assigned by State security administrator. Allow the POE's the ability to define their user groups for security purposes. (e.g. Service Provider group are allowed to edit and/or view child service information. District Administrator group will also be allowed to view and/or edit information. State Administrator group will be allowed to view and/or edit information, etc.)
- B. Program for initially state (at least through the pilot phase), and potentially local, administrative determination of differential access to data.
- C. Fully encrypt all data sent via internet using 128 bit secure socket layer per the current Tennessee Information Resources Architecture
- D. Maintains an audit trail or change history as well as user activity logs
- E. Allow for child and family information (record) to be entered only at POE (single site entry of child and family record)
- F. Automatic logoff after predetermined amount of time where there is no activity.
- G. Allow for assignment and importation of unique child identifier – unique at the state level. Unique Child identifier will be assigned using the system for SSMS. The unique identifier assignment system in SSMS is still under development. The SSMS Project Management Team is aware of the need for the unique identifier assignment procedures for children served by TEIS.

#### **II.a.3 Administrative Capability**

The TEIDS system shall provide the following functionality administrators to:

- A. Change title and description with-in non-canned reports.
- B. Add or delete dates for particular activities of interest to the agencies, (e.g., upcoming data collections, state reviews, reports, etc.)
- C. Attach one or more documents in Word, Excel, etc. and make the document accessible to only one specific agency. (e.g., administrator may wish to make available to an agency, the last monitoring report for that agency to review prior to an upcoming monitoring visit.)
- D. Provide communication (e.g., bulletin board/message service) front end for users of the TEIDS data system. This communication tool shall be included with the system allowing for communication among all users. It shall be monitored and administered at the state level by TN Part C staff and be a secure system allowing for the secure transference of files between and among users.

#### **II.b.4 Licensing Requirements**

The State recognizes that the Contractor may require the State to sign the Contractor's licensing agreement(s) for the proposed software. However, in the event of any conflict between the terms of this Contract and the terms of any Contractor licensing agreement, the terms of this Contract

shall prevail. In addition, the State reserves the right to modify the Contractor's software licensing agreement prior to entering into it, if the State deems this necessary in order to meet State legal requirements.

- A. Source Code in Escrow. The Contractor shall maintain copies of the TEIDS source code in escrow with an independent escrow company pre-approved by the State.
- B. Within fifteen (15) calendar days after the State's written acceptance of the implementation of TEIDS, the Contractor shall submit to the State a letter naming the escrow company that the Contractor intends to use, with the understanding that the State may approve or disapprove the named company. This letter must include the name, address, and full contact information for the recommended escrow company. The State will indicate its approval or disapproval in writing.
- C. Within fifteen days (15) calendar days after the State has provided to the Contractor the written approval of a recommended escrow company, the Contractor shall place the source code in escrow with the approved escrow company. The Contractor shall provide the State with a signed letter from the escrow company in question stating that the code has been placed in escrow and confirming the State's right to obtain the source code directly from the escrow company in the event of Contractor default as described below. Throughout the term of the contract, the Contractor shall ensure that the source code in escrow is kept current with the State's production environment, matching the State's production version level, including any upgrades, enhancements, or new releases that are applied to the State's system.
- D. If for any reason during the term of the contract the Contractor becomes unable to fulfill its obligations as described herein, the Contractor agrees to deliver the source code held in escrow to the State. In the event that the Contractor fails to deliver the source code in a timely manner, as determined by the State, the State may obtain the source code directly from the escrow company.
- E. Requirement to Provide On-Going Updates. After the TEIDS is installed and operational at the State, the Contractor may continue to issue upgrades or new releases of the software originally proposed, which may not include added functionality required to meet State requirements. The Contractor agrees to make such upgrades or releases available to the State as it would to any other customer. Should the State choose to install such upgrades or releases, the Contractor agrees to include the added functionality within such upgrades or new releases, at no additional cost to the State, such that the State loses no functionality through the process of upgrading or installing the new release.

## ***II.b. Child and Family Data***

### **II.b.5 Child and Family Demographics**

This category describes the functionality of the TEIDS software pertaining to child and family information. Included in this section are child classifications and child and family historical information. The functionality for this section is

- A. Child and Family Demographic Data – The web-based system will store, retrieve, query and store change history for the following:
  - 1. Full Child name (first name, middle name, last name, suffix)
  - 2. Child nickname
  - 3. Child Social Security Number (if available)
  - 4. Child PIN (should only be used if Social Security Number is not available)
  - 5. Gender
  - 6. Date of Birth

7. Birthplace
8. Multiple birth
9. Language spoken in the home
10. Race/Ethnicity
11. County of Birth
12. Calculated third birthday
13. Child's zoned LEA code
14. Unique child identifier (statewide)
15. Local child identification number
- B. Child previous Social Security Number
- C. Child previous name (first name, last name)
- D. Child previous PIN
- E. Preferred mode/language of communication
- F. Track child's "living with" information
  1. Add multiple addresses for child, parents, or/and guardians
  2. Parent/guardian/contact relationship code
  3. Parent/guardian/contact title
  4. Address (street, city, zip)
  5. Address type (i.e. residential and mailing)
  6. Ward of state indicator
  7. Names/relationships of others living in household
- G. Separate home, work, fax, pager, cell and emergency telephone number for each contact and the contact's preferred method of communication.
  1. Track child's emergency contact, family doctors, joint custody and homelessness
  2. Email of each contact
  3. Flag for parent/guardian not having rights to see child (restraining order, parent pickup rights)
- H. Parent(s) Employer(s) demographic information
  1. Type of business
  2. Business name
  3. Business address/phone
- I. Family financial information
  1. Income eligibility for other programs
    - a. Medicare
    - b. TennCare-MCO
    - c. Private Insurance – Company
    - d. SSI
    - e. CSS
    - f. HUG
    - g. CHAD
    - h. Medicaid Waiver
    - i. TriCare
    - j. DMRS
    - k. Head Start
    - l. WIC
    - m. other
- J. Track whether a child's parents have invoked their right to keep student information private (Privacy Status)
- K. Allow child to have current classifications and maintain classification history with begin and end dates for fiscal year (i.e. eligible, not eligible (recall), multiple closings, active)
- L. Refusal to release Social Security number indicator (Note use of SSN or child PIN)
- M. Provide flags for special child circumstances (e.g. medical alert, guardian alerts)
- N. Ability for districts to flag any or all child record types by child Social Security Number or PIN Number to be extracted for upload to SSMS even when no changes have been made to the child's data
- O. System should not allow student PIN numbers to be re-assigned or assigned to more than one child.
- P. Ability to add user-defined fields for child/family demographics

- Q. Prevent edit of reports or forms provided from State level
- R. Allow for historical information of changes in LEA prior to age three

#### **II.b.6 Notification/Referral/Enrollment**

This category involves the notification/referral/enrollment of children into the TEIDS software. The functionality for this section includes the ability to roll child data forward from previous service years and how to handle reenrollment of child. The functionality for this category is as follows:

- A. Collect date of notification
- B. Collect notification type (SSI, Newborn Hearing, CAPTA)
- C. Document record of dates of contact attempt/results
- D. Allow for the following information to be collected upon notification:
  - 1. TDH lab number
  - 2. Hospital Hearing Screening result
  - 3. TEIS contact to family (i.e. phone, letter, Notify TEIS, Unable to locate)
  - 4. New family address information
  - 5. TIPS contact to family (i.e. phone, letter, Notify TEIS, Unable to locate)
  - 6. Repeat Screening Results(i.e. pass, refer, pending)
  - 7. Person reporting results (i.e. family member, hospital, PCP, Audiologist/ENT)
  - 8. Date of Hearing evaluation
  - 9. Child's age at evaluation
  - 10. Type of Evaluation
    - a. ABR
    - b. OAE
    - c. TEOAE
    - d. DPOAE
    - e. Tymp.
    - f. ASSR
    - g. Behavioral Tests
    - h. Degree, or Type of Hearing loss
    - i. Type of referral (i.e. no referral, repeat hearing, medical referral, TEIS, TIPS, other)
- E. Collect date for parental permission for screening
- F. Ability to select screening procedures (e.g. Developmental, Hearing, Vision, etc)
- G. Track person making referral with their relationship to child, referral date, reason for referral
- H. Track child's POE assignment, IFSP date
- I. Develop Initial Plan of Action
- J. Track previous screenings
- K. Track provision of other EI services
- L. Ability for districts to select fields to be rolled over from previous contract year
- M. Record services for children provided prior to enrollment in TEIS
- N. Able to produce enrollment package (e.g. demographic information, intake package, service schedule)
- O. Allow for children with multiple agency enrollment(e.g. DHS, DMRS, TIPS, DCS) with one central record

#### **II.b.7 Health**

This category describes the health related features of the TEIDS software. This includes students' health information, immunization status, physician information and other health related information. For this category all HIPAA privacy rules apply. The functionality for this category is:

- A. Maintain student's health information including:
  - 1. Diagnoses including ICD 9 codes
  - 2. Medication
  - 3. vision and hearing assessments
  - 4. height, and weight.



#### 5. EPSDT screening results

- B. Track children's health concerns. Print list of children with specific health needs.
- C. Track multiple immunization status (DPT, OPV, MMR, etc.) including immunization dates, conditionals, exceptions and immunity
- D. Track children's immunization process and alert service coordinator when action needs to be taken (i.e. certain immunization needs to be taken in specified sequence and time frames. The system should help service coordinators ensure the immunization is obtained in a timely manner)
- E. Change the tracking process as immunization requirements change (i.e. new kind of immunization is mandated by the state)
- F. Health-related comments/instructions.
- G. Alert service provider when children's immunization data is incomplete
- H. List of children's primary care physician with contact information
- I. List of children's other physicians, types, and contact information.
- J. Maintain a parent contact log for health-related issues.

### II.b.8 Assessment/Evaluation/Eligibility

This category describes the assessment/evaluation/eligibility functionality of the TEIDS software. It includes importing of assessment and evaluation results and history. This data will be imported into the system one of the following formats: .xls, comma delimited text. The functionality for this category is:

- A. Collect date of Initial Evaluation/Assessment
- B. Record Initial/Annual evaluation type and method or instrument used
- C. Track a child's eligibility, capture start dates of notification and referral processes, track days remaining to maintain timeline
- D. Monitor the referral, assessment and evaluation functions to ensure that specified activities are performed within established schedule requirements.

### II.b.9 Service Provider Demographics

This category describes the software functionality pertaining to keeping record of service provider demographic information. The functionality for this includes but is not limited to:

- A. Collect provider demographic information
  - a. Provider Name (First,Last)
  - b. Provider Street Address
  - c. Provider County of Residence
  - d. Provider City/State/Zip
  - e. Provider Telephone Number(s)
  - f. Provider contracted Point of Entry
  - g. Provider Social Security Number

### II.b.10 Master Scheduling and Child/Family Assignment

This category describes the software functionality pertaining to assignment of children to the master schedule. It includes priorities for scheduling of children and handling of scheduling conflicts. The functionality for this category is:

- A. Track incoming and ongoing Service Coordinator
- B. Provide search option for providers within a set parameter of mileage or zip codes from child's home or POE
- C. Search for appropriate service providers for assignment to children based on location, qualifications, and availability
- D. Produce warning message for attempts to enroll/log services that is not on the current IFSP
- E. Identify for each service request on a student's IFSP whether the student requires bilingual/alternative instruction. The system will use this data to determine how many bilingual/alternative instruction service providers required and schedule the child with the appropriate service provider.

- F. An ad hoc report mechanism should be in place to allow POE's to determine number of providers for accuracy in scheduling.
- G. Allow for service of different lengths, or the ability to change service length
- H. Allow for Part C students to be fully serviced at another setting other than the home district
- I. Identify EI programs available at specific agencies

#### **II.b.11 IFSP**

This category describes the IFSP requirements and their relationships to other forms and documents within the TEIDS software. The functionality of this category is:

- A. Document IFSP type (interim, initial, 6 mos. review, annual)
- B. Document amount of services planned, type of services planned, additional services needed after exits (i.e. mental health services, vocational rehabilitation, developmental disabilities services, physical therapy, occupational therapy, etc.) Assignment of child to a specific service provider.
- C. Document payer source for planned services
- D. Record projected deadlines for annual and review IFSP
- E. Date of Parents informed of IDEA rights
- F. Record participation in the natural environment by service
- G. Record justification of services not provided in the natural environment
- H. Document family concerns
- I. Document family resources
- J. Document family's priorities related to child's development
- K. Record parents refusal of individual services
- L. Allow for parental consent for use of insurance by service
- M. Allow for child to be flagged as denial of use of insurance by service and maintain history of this denial by service
- N. Document present levels of performance
- O. Document Action Steps
- P. Record child and family outcomes on child's IFSP forms and progress reports
- Q. Provide ability to pull up a child's past EI schedules even after he/she has been enrolled into a new program or school
- R. Record participants in IFSP team meeting
- S. Document IFSP review status/date (e.g. ongoing, completed, delayed, unavailable, modified)
- T. Document transition planning procedures with timeframe, date completed and personnel responsible for implementation.

#### **II.b.12 Record of Services Received**

This category covers tracking attendance and provision of services for children through the TEIDS software. The functionality of this category is:

- A. Record types of EI services a child and family is receiving
- B. Record start/end times for services
- C. Record of dates services are received
- D. Record setting of services received
- E. Allow for text field for comments concerning services received
- F. Do not allow service provider to change attendance data once it has been submitted for the day without project coordinator authorization
- G. Document type or reason for child/family not receiving services
- H. Record service provider absence by type or reason
- I. Generate a letter regarding missed services to parents and service coordinators
- J. Maintain lack of services received history. The system should allow the users to specify how much historical data needs to be maintained (e.g. at least two years, etc.)
- K. Track attendance records and history of children with different levels of attendance problems to service coordinators
- L. Maintain attendance totals historically by child

- M. Automatically notify if child is not receiving services due to absence of the child or service provider
- N. Query children with more than one consecutive absence
- O. Allow for incident tracking that occurs during service provision
- P. Track service hours received and recommendations

#### **II.b.13            Transfer**

This category involves the flagging of transfer children within TEIDS software. The functionality for this section is as follows:

- A. Ability to identify record as transfer pending
- B. Ability to print list of transfer pending children.

#### **II.b.14            Exit/Transition**

This category gives a description of the Exit/Transition needs for children served in early intervention. The functionality of this category is as follows:

- A. Cancel child exit (re-open of record)
- B. Record date of notification to school systems by child's second birthday
- C. Record date of transition meeting
- D. Record date of parental permission to share information with LEA
- E. Ability to document transition planning conference with parents

#### **II.b.15            Calculated Fields**

In addition to single data elements that are entered locally, some elements will be calculated. Most commonly these are:

- A. Date calculations (e.g. to determine the number of days remaining before reaching the 45 day requirement)

#### **II.c.      District/Agency/County Level Data**

##### **II.c.16            Child Find**

This category describes the Child Find/Public Awareness requirements for the local districts portion of the IFSP software. This category includes measures that districts use to provide information to the general public about the available special education services. The functionality of this category is:

- A. Dates of activities
- B. Personnel involved in the activity and their role
- C. Activity type (i.e. newspaper article, television or radio spots, community event, speaking engagement, etc.)
- D. City/County of the event
- E. Topic of activity (i.e. TEIS System, IDEA, Referral, Parental Rights, EI Service Delivery, Programs for Specific Disabilities, etc.)
- F. Target Audience (i.e. parents, physicians, general community, childcare, LEA, specific race/ethnicity, etc.)
- G. Collect response data.

##### **II.c.17            Personnel**

This category describes the personnel portion of the TEIDS software. Included in this category are personnel certification, endorsements, continuing education, and district level training. The functionality required for this category is:

- A. Match certification, endorsement and availability of personnel with criteria for required positions
- B. Track district level personnel training events

- C. Track personnel attendance at district level training events
- D. Track personnel performance
- E. Track new hire background checks
- F. Track certifications
- G. Ability to track personnel demographics (address, phone, etc)

#### **II.c.18 Due Process/Complaint Tracking**

This category describes the functionality of the software for tracking of due process requests and formal complaint procedures at the agency, district, and state levels. The functionality of this category is:

- A. Document issuance of formal complaint to state department (documentation to include child's name, DOB, person issuing complaint with contact information, date of complaint)
- B. Document subject of formal complaints issued to state department
- C. Document findings of formal complaints issued to state department
- D. Document issuance of Request for Mediation to state department (documentation to include child's name, DOB, person issuing Request with contact information, date of Request)
- E. Document subject of Requests for Mediation issued to state department
- F. Document agreements of Requests for Mediation issued to state department
- G. Document issuance of Request for Due Process Hearing to state department (documentation to include child's name, DOB, person issuing Request with contact information, date of Request)
- H. Document subject of Requests for Due Process Hearing issued to state department
- I. Document completion results of Requests for Due Process Hearing issued to state department

#### **II.c.19 Data Validation/Verification**

This category describes the functionality of the software pertaining to data validation and verification. The Advisory Committee will recommend validations of the following type to the contractor. The functionality of this category is:

- A. Field level validation (e.g. date is entered into a date field)
- B. Field to field validation (e.g. exit date compared to date of birth date)
- C. State level validation (e.g. multiple single child exits are logically reviewed and screened to most recent)
- D. Ability to calculate field to identify compliance/non compliance of critical timelines (e.g. 45-day time line, etc.)
- E. Ability to check for duplication of child information by using multiple data field comparisons (e.g. Unique Student Identifier, SS #, Date of Birth, Last Name, Mother's last name, etc.)
- F. System will generate automated, online, cleaning reports (post December 1 collection) for agency review and correction.

#### **II.d. Reporting**

The TIEDS system will be a statewide system for the collection, validation, analysis, and reporting of data on children and families served under the TN Part C program. Child specific data will be managed and held secure in a system providing local and state level reports. Both canned (pre-formatted) and ad-hoc reports shall be made web available based on users' specific level of administrative rights.

Ad-hoc reports shall be made available to all users through a web front end providing all users easy access to their allowable data. Multiple filters and extensive query capability in this front end shall provide users a virtually limitless range of reports necessary for their effective management of the Part C programs at the service provider, agency, district, and state level. Users will be able to print the ad-hoc reports and/or download the data for use in other programs.

Some canned reports shall be made available for state staff to use in their monitoring and general supervision of agencies and districts. Districts and agencies shall be able to generate those same web reports based on their agency data that state staff's use for the monitoring of those agencies. These

reports will contain pre-analyzed numeric data and graphic representation of the data. Throughout the project the state may determine that some ad-hoc reports shall be generated by the system as canned reports

All of the reports discussed above are user-initiated reports. That is, the user calls up these reports based on their desire for the data. Additionally, the system shall provide proactively-generated reports. These proactively-generated reports, (really automatic notifications) shall be generated by the data system and sent to specific users. Sending of these notifications will occur whenever an agency's data are analyzed and results trigger one or more findings outside specific parameters.

Trend Data: System must allow all users to access reports with multiple years of data. Trend data provided in canned reports shall be analyzed and displayed so that report readers can distinguish the changes across years. Such reports shall provide a standard feature of showing percentage change over time.

## **II.d.20 Child Level Reporting**

This category describes the child level reporting functions of the TEIDS software. The functionality of this category is:

- A. Child and Family Demographic Reporting:
  - 1. Generate child reports to multiple parents with different addresses
  - 2. Report of children by last name
  - 3. Report of children by gender
  - 4. Report of children by PIN
  - 5. Report of children by SS#
  - 6. Report of children by Town/County code
  - 7. Report of children by LEA code
  - 8. Report of Children - Parent/Guardian
  - 9. Report of Children - Telephone
  - 10. Report of Household addresses by child
  - 11. Report of children list by billing household
  - 12. Child list by Residence Household
  - 13. Child Ethnic/Race report by Ethnic/Race code
  - 14. Ethnic Tallies by Age
  - 15. Address list sorted by zip code-
  - 16. Alpha list all child sorted by Age
  - 17. Alpha list by Service Coordinator
  - 18. Birthday list by specified month
  - 19. Ethnic Breakdown by age
  - 20. Ethnic distribution
  - 21. Child and Family Address Labels
  - 22. Emergency contacts by Child report
  - 23. Language spoken in home
  - 24. Alpha report of insurance status
  - 25. Insurance status by county code
  - 26. Insurance status by service coordinator
  - 27. Agencies providing service by child
  - 28. Upcoming due dates for a district/program/service provider/child (e.g. 45 day IFSP timeline, 3<sup>rd</sup> birthday, transition timelines, annual IFSP, IFSP review dates)
  - 29. Eligibility codes
  - 30. List All evaluations by type and date of evaluation
- B. Notification/Referral/Enrollment Reporting
  - 1. New child enrollment
  - 2. Child re-entered
  - 3. Active child for user specified time range
  - 4. Active child by service coordinator.
  - 5. Active child by service provider

6. Children by age category (e.g. 0-1, 1-2, 2-3)
  7. Status of child post notification (e.g. referred or not referred)
  8. Eligibility status of referred children prior to IFSP development
    - Report of children referred and determined not eligible
    - Report of children referred, found eligible but IFSP not developed
    - Report of children referred but eligibility not yet determined
  9. Referral source by child
  10. Notification source by child
  11. Change in service provider even within the same agency
- C. Total number of services planned by type of service, frequency, intensity, service provider and service setting by child, service provider, agency.
- D. Child Progress Notes
- E. Generate Automatic notifications
1. Alert appropriate team members to IFSP milestone dates approaching (i.e. via e-mail alerts)
  2. Alert appropriate team members to 45 day eligibility deadline approaching
  3. Alert appropriate team members to transition timelines
  4. Alert service coordinator of services missed by child after pre-determined cumulative number of absences as defined by the State.
  5. Alert service coordinator of services missed by child after pre-determined consecutive number of absences as defined by the State.
  6. Alert TEIS project coordinator to consecutive number of non-use days of system by local staff. State shall pre-determine number of days and system shall provide notification as directed by state.
- F. Reports of services received:
1. Alpha absentee report
  2. Absentees by service provider
  3. Individual Child attendance report
  4. Services not delivered with reason code
  5. Total number of services by type of service, frequency, intensity, service provider, and service setting by child, service provider and agency.
- G. Child exit/inactive reporting:
1. Children exiting during a user specified time range with reason codes
  2. Children on inactive status for recall
  3. Individual Child exit report
  4. Individual Child inactive report
- H. Child transition reporting:
1. Upcoming transition conferences into specific school systems/districts within a user specified time range
  2. Child transition report
  3. Child transition conferences that occur less than 90 days prior to third birthday

#### II.d.21 State, District, and Agency Level Reporting/Monitoring

This category describes the state, district, and agency level reporting functions of the TEIDS software. This category will need to be directly linked with child level reporting and other categories to generate the appropriate reports. The functionality of this category is to include the ability to generate the following:

##### NOT A DEFINITIVE LIST

Examples of Canned Reports	Aggregated for:		
	State Level	District Level	Agency Level

A. Child Count – 618 Data – December 1	√	√	√
a. Number of infants and toddlers by age	√	√	√
b. Number of infants by race/ethnicity	√	√	√
c. Service setting by age	√	√	√
d. Service setting by race/ethnicity	√	√	√
e. Reason for exit Part C by race/ethnicity	√	√	√
f. EI services by race/ethnicity	√	√	√
g. Type of personnel	√	√	√
B. Service Log reports:			
1. Quantity of service by child	√	√	√
2. Quantity of service by provider	√	√	√
3. Quantity of service by type	√	√	√
4. Service type by eligibility	√	√	√
5. Mileage by service provider		√	√
6. Transportation cost by family		√	√
Produce warning message for service coordinator regarding service providers who have not used the system is a defined set of time	√	√	√
7. Track case load of Service Coordinators	√	√	√
Examples of Canned Reports	Aggregated for:		
	State Level	District Level	Agency Level
8. Produce management reports showing all upcoming timelines for a district/program/service provider/child			
C. Ethnicity Distribution compared to census data <sup>1</sup>	√	√	
D. Child Referral Source	√	√	√
E. Child Eligibility Determination Timeline			
a. Average time to eligibility determination	√	√	√
b. Average time by service coordinator	√	√	√
c. Reason for late determinations	√	√	√
d. Comparisons of average times across agencies and state	√	√	√
F. Legal (Complaints, Mediations, Due Process Hearings)	√	√	√
G. Child/Service Provider Ratio Report	√	√	√
H. Service Coordination Report: Numbers of Children with planned services outside EI Services	√	√	√
I. Latest CIMP Monitoring Reports (text driven)	√	√	√
J. Quarterly Caseload Report to include timeline data on:	√	√	√
1. Referral to intake			
2. Referral to IFSP			
3. Age out timeline			

<sup>1</sup> The system shall utilize data from the US Census. Census data shall be directly linked (if feasible) or gathered and imported into the TEIDS system for the generation of reports.

### III. Implementation/Training/Support

**III.a. Implementation/Training**

It is the intent of the State to have two districts running as pilot districts of the TEIDS by September 30, 2005. The pilot districts will be chosen by State staff and will be one small and one medium sized district. These districts will serve as pilot sites to validate any requirements with software, training and documentation. The other seven districts will have their expert level users trained by March 30, 2006 with all nine districts having child count, and other reporting capabilities in place and functional by September 30, 2006. (see section I.a.3 for timeline and deadline dates)

**III.a.1 Data Element Transfer**

This category describes the one time data transfer functionality of the TEIDS software. The functionality requirement of this category is:

- A. Transfer data from File Maker Pro database into TEIDS

**III.a.2 Implementation**

This category describes the implementation of the TEIDS software including roles and responsibilities during implementation into the pilot districts as well as the remaining seven districts. The pilot districts will be chosen by State staff and will be one small and one medium sized district. These districts will serve as pilot sites to validate any requirements with software, training and documentation.

- A. It is the intent of the State to have two (2) districts running as pilot districts of the TEIDS by September 30, 2005. These districts will have the capability to enter child/family level data including but not limited to the following:
  - 1. Child and family demographics (II.b.4)
  - 2. Notification/Referral/Enrollment (II.b.5)
  - 3. Health information (II.b.6)
  - 4. Assessment/Evaluation/Eligibility (II.b.7)
  - 5. Master Scheduling and Student Assignment (II.b.8)
- B. The two (2) pilot districts will have the capability to produce the IFSP document (II.b.10) on or before September 30, 2005.
- C. The two (2) pilot districts will have the capability to produce the December 1 Child Count Report on or before November 15, 2005.
- D. The two (2) pilot districts will have the capability to enter data in the following categories on or before March 30, 2006:
  - 1. Record of Services Received (see II.b.11)
  - 2. Transfer Information (see II.b.12)
  - 3. Exit/Transition (see II.b.13)
- E. The two (2) pilot districts will have the capability to enter District/Agency/County level data (see II.c.) on or before March 30, 2006.
- F. The remaining seven (7) districts will have completed power user level trainings on or before March 30, 2006.
- G. All nine districts will have the ability to enter and track data in the following categories on or before September 30, 2006.
  - 1. Child and Family Data (see II.b.)
  - 2. District/Agency/County Level Data (see II.c.)
- H. All nine districts will have child count, and other reporting capabilities in place, and functional on or before September 30, 2006 (see II.d.)

**III.a.3 Training**

This category describes the training for the TEIDS software. This includes the help utilities that will be available after implementation. The requirements for training are as follows:

- A. Provide an on-line system user manual that can be modified by SDE staff (approximately twenty (20) persons)
- B. Provide an on-line help utility with help available for all data fields on the screen, worded so that it will be useful for end-users and technical staff.



- C. Provide two (2) training sessions for future, on-going data importing and manipulation to SDE technical staff.
- D. Provide nine (9) power user level training sessions for approximately five (5) trainees.
- E. Provide hard copy training/user manuals for nine (9) power user training sessions.
- F. Provide three (3) user level training sessions for each of the two (2) pilot districts with approximately forty (40) trainees
- G. Provide hard copy training/user manuals for user level training sessions in the two (2) pilot districts.
- H. Provide hard copy of final training/user manuals for all power user level personnel as well as State technical staff after validation occurs during pilot phase.

#### **III.a.4 Documentation**

This category describes the documentation that must be provided with the TEIDS software. Contractor is responsible for providing one hard copy for each power user in the nine (9) districts as well as the State level technical staff (approximately twenty (20) people)

- A. Provide a hard copy and online plain language data dictionary
- B. Provide a hard copy and online description of all data fields available, including which fields are protected (cannot be changed) and which fields are non-protected (can be changed).
- C. Provide hard copy and online instructions for running queries and producing reports
- D. Provide hard copy and online instructions for data lookup and update
- E. Provide a hard copy and online detailed description of possible causes of error messages
- F. Provide hard copy and online documentation on any and all add-on functions/modules

#### **III.b. Support**

##### **III.b.5 On-Site Support**

This category describes the on-site support needed after implementation of the TEIDS software.

- A. Provide on-site hourly based support for SDE technical staff to include data transfer, loading of data to database, and correcting software-related data issues. Support should be available Monday through Friday, from 7:00 a.m. to 5:00 p.m. Central Standard Time with a two hour response time. This support should be made available for the TEIDS software implementation and roll out from 9-15-05 to 3-14-07.

##### **III.b.6 Project Programming Hours**

This category establishes an estimated maximum of 2000 hours that will be used in the programming, creation, or modification of the data system functions and reports that are currently not defined. Some of these items could possibly be identified during development of the database. This amount of hours will also allow for changes that must be made to the data system as a result of the changes in special education laws and regulations at State and Federal levels. These hours will not be enabled until after the initial eighteen month development, implementation and training period of the project schedule. These hours will not be activated for billing until October 1, 2006.

- A. It is estimated that 1000 hours will be used in contract years one through three with the remaining 1000 hours used in contract years four and five.
- B. State will request services to be performed by the contractor using a "service request" form.
- C. Contractor will submit an amount of hours to provide the service to the State contact person using a "documentation of program hours used" form.
- D. State contact person will review hours charged for proposed work request for accuracy and validity. If hours are deemed appropriate, the State contact person will approve work to begin.
- E. Contractor will submit bill for amount of hours used and corresponding bid price for payment to State contact person.

B. CONTRACT TERM:

- B.1. Contract Term. This Contract shall be effective for the period commencing on April 13, 2005 and ending on March 14, 2010. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Four Hundred Ninety-Three Thousand Eight Hundred Twenty-Five Dollars and No Cents (\$493,825.00). The Service Rates in Section C.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- C.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

- C.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE	AMOUNT
September 15, 2005 - Contractor provides draft version of training manual for pilot district training	\$78,900.00/Upon Delivery
September 30, 2005 - Power user level training completed for Small Pilot District	\$3,000.00/Upon Completion
September 30, 2005 - Power user level training completed for Large Pilot District	\$3,000.00/Upon Completion
September 30, 2005 - Individualized Family Service Plan and associated system application data for two pilot districts	\$3,000.00/Acceptance by State
November 15, 2005 - The December 1st Child Report and associated system application data for the two pilot districts	\$21,500.00/Acceptance by State
March 15, 2006 - Final version of training manual. Includes documentation listed in III.a.4.	\$52,100.00/Upon Completion

March 15, 2006 - Final version of training manual. Includes documentation listed in III.a.4.	\$52,100.00/Upon Completion
Training Manuals	\$35.00/Per Manual
March 30, 2006 - System application data for 2 pilot districts in the categories listed in sec. II.b.11-13	\$5,350.00/Acceptance by State
March 30, 2006 - Power user level training provided to remaining 7 districts	\$900.00/Per District
March 30, 2006 - The Individualized Family Service Plan and associated system application data for the remaining seven districts	\$3,000.00/Acceptance by State
September 30, 2006 - State accepted examples of required district, state and federal reports and associated system application data in all nine districts	\$45,200.00/ Acceptance by State
September 15, 2005 - March 14, 2007 - On-Site Support	\$75.00/per hour
October 1, 2006 - March 14, 2008 - Modification or additions of data system requirements	\$75.00/per hour
March 15, 2008 - March 14, 2010. Modification or additions of report requirements	\$75.00/per hour

The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

The following applies to the hourly rate payments:

The Contractor shall not be compensated for travel time to the primary location of service provision.

The Contractor shall submit monthly invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall, at a minimum, include the name of each individual, the individual's job title, the number of hours worked during the period, the applicable Payment Rate, the total compensation requested for the individual, and the total amount due the Contractor for the period invoiced.

- C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.
- C.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- C.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.

- C.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- C.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- D. STANDARD TERMS AND CONDITIONS:
- D.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least Sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections D.6. and D.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.
- D.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- D.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

D.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

D.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Terry Long  
DEPARTMENT OF EDUCATION  
710 James Robertson Parkway  
7th Floor, Andrew Johnson Tower  
Nashville, TN 37243  
Telephone Number: 615-532-3262  
Fax Number: 615-532-9412

The Contractor:

Roy Su  
YAHASOFT INC.  
9505 Knollcrest Blvd.  
Alpharetta, GA 30022  
Telephone Number: 678-549-9899  
Fax Number: 317-324-0013

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

E.4. Printing Authorization. The Contractor agrees that no publication coming within the jurisdiction of **Tennessee Code Annotated**, Section 12-7-101, *et. seq.*, shall be printed unless a printing

authorization number has been obtained and affixed as required by *Tennessee Code Annotated*, Section 12-7-103 (d).

E.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

E.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that::

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

E.7. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.8. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.
- E.9. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.
- E.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principles:
- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
  - b. have not within a three (3) year period preceding this Grant been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
  - d. have not within a three (3) year period preceding this Grant had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- E.11. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
- a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
  - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.
  - c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

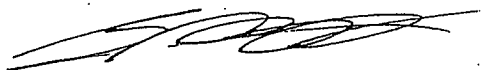


- E.12 FERPA Compliance. The State and Contractor shall comply with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. § 1232g) (FERPA) and its accompanying regulations (34 C.F.R. 99). Contractor warrants that it is familiar with the requirements of FERPA and its accompanying regulations and that it will comply with all applicable FERPA requirements in the performance of its duties in this contract. Contractor agrees to cooperate with the State as required by FERPA and its regulations in the performance of its duties in this contract. Contractor agrees to maintain the confidentiality of all education records and student information and to use such records and information for the exclusive purpose of performing its duties in this contract.
- E.13 State's Ownership of Work Products. The State shall have all ownership right, title, and interest in all work products, including application source code, created, designed, or developed for the State under this Contract. The state shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State Law.

Due to the Federal funds involved in the support of the work of the Contractor, all work products produced under this Contract are in the Public Domain and, therefore, must be made available, at no cost for the work products, to other states and local government entities upon their request.

IN WITNESS WHEREOF:

YAHASOFT INC.:

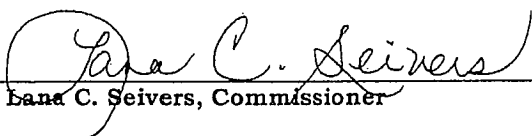


Roy Su, President

4/28/2005

Date

DEPARTMENT OF EDUCATION:



Lana C. Seivers, Commissioner

5-6-05

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

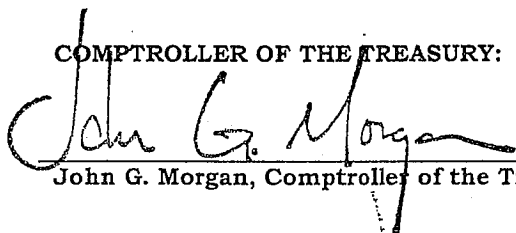


M. D. Goetz, Jr., Commissioner

JUN 01 2005

Date

COMPTROLLER OF THE TREASURY:



John G. Morgan, Comptroller of the Treasury

6/3/05

Date

RECEIVED

NOV 27 2007

FISCAL REVIEW



**PHIL BREDESEN**  
GOVERNOR

STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**  
6<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

**LANA C. SEIVERS, Ed.D.**  
COMMISSIONER

TO: Leni Chick, Financial Analyst  
FROM: Commissioner Lana C. Seivers *Lana C. Seivers*  
DATE: November 20, 2007  
RE: Follow up Report for Yahasoft Contract RFS # 331.95-021-05, FA-05-16355-01

The enclosed report on the above Contract is being submitted as a six month follow-up as requested by the Fiscal Review Committee.

If there are additional needs please contact Kristen Broussard, Director of Contracts and Purchasing, at 615-532-8539 or [Kristen.Broussard@state.tn.us](mailto:Kristen.Broussard@state.tn.us)

CC: Dr. Timothy Webb, Deputy Commissioner  
Mr. Robert Greene, Assistant Commissioner

## Major Account Payable Functions In TEIDS

Task#	Type of Change	Pages Applied	Function	User Affected	Comment
1	New	Home	Child List for "Service Logged Awaiting Payment"	Service Provider Agency Admin	This list displays children whose service have been entered into TEIDS, but awaiting for payment, so service provider agency administrators can enter the service payment amount.
2	New	Home	Child List for Payment Entered Waiting for Approval	SEA Admin, POE Admin	This list displays children whose "Payment Entered Waiting for Approval", so SEA Admin users or POE Admin users can approve or disapprove the billing from the service providers
3	New	Account Payable	Enter billing amount	Provider Agency Admin	Agency Admin users can enter their billing amount on the account payable page.
4	New	Account Payable	Approve payment	SEA Admin POE Admin	SEA Admin user can access Account Payable page to approve/disapprove payments entered by agencies.
5	New	Agency Invoice	Payor Source	SEA Admin, POE Admin	Payor Source will be listed as TEIS and Private Insurance instead of Payor1 and Payor2 on invoice report.
6	New	Home	Agency Invoice Report	SEA Admin POE Admin	SEA Admin and POE Admin users can view invoice by clicking on [Agency Invoice Report] button
7	New	Home	Agency Invoice Report	POE Admin	Invoice report now gives user choice to select all agencies from the agency list.
8	New	Home	Expenditure Report	SEA Admin POE Admin	SEA Admin user and POE Admin user will be able to see expenditure report
9	Bug Fix	Account Payable	Service Note	POE, SP Agency	For account payable, if payor1 is empty or 0, then the approval date will be empty, note and service note will not show either. Users cannot see service-note by clicking on ... button in AP. These have been fixed.
10	Improvement	Account Payable	Planned Service Display	POE, SP Agency	On account payable page, after the service is selected, it will display all information about the service: Provider, Agency, Planned Period, Planned Setting, Freq/Week, Intensity, Permit Insurance, and Payor Source
11	Improvement	Account Payable	Service List	POE, SP Agency	On Account Payable page, for service list, use [service name + method] like that on service log page.
12	Bug Fix	Account Payable	Note does not show up	POE and SP Agency	For AP, if there are more than 2 payors and if the first payor \$amount is empty,

				Admin	when user try to save \$amount without approving, then the note will not show up.
13	Bug Fix	Account Payable	Disapproved amount should not show on total approved amount	POE and SP Agency Admin	Disapproved amount should NOT show in the totals at the bottom grids on the account payment page. This has been fixed.
14	Bug Fix	Account Payable	Disapproved amount becomes approved amount	POE and SP Agency Admin	If the payor 1 does not pay anything and you disapprove the AP, it will become approved on bottom table. Example: child 13462 from SC.

Next few pages will show a few screen shots of Home page, Account Payable page, Invoice, and Expenditure Reports:

SEA Admin user home page:

**Home Page - Tennessee Early Intervention Data System (TEIDS)**
SEA Admin

PHASE/DISTRICT	BT	BT	GN	TD	NO	SE	SE	SW	UC	Total
1. Waiting Parent Consent	166	78	92	233	32	68	76	30	77	852
2. Referral	42	12	104	40	0	58	3	1	62	322
3. Evaluation	21	6	32	19	7	7	6	5	3	106
4. Eligibility	9	7	17	10	11	8	3	2	5	72
5. IFSP	822	335	749	828	219	753	344	195	318	4563
<b>Totals</b>	<b>1060</b>	<b>480</b>	<b>994</b>	<b>1180</b>	<b>269</b>	<b>891</b>	<b>482</b>	<b>243</b>	<b>465</b>	<b>5915</b>

**Payment Entered Awaiting Approval - 125**  

Select Child ...
▼

Search Child

Logout

**Reports**

Child Count for Dec. 1

Referral Report

Screening Report

Inactive Report

Eligibility Report

POE Transition Report

Aggregate Child Count

County Referral Report

Primary Setting Report

Single Timeline Report

Rank Order Report

Expenditure Summary

TCM Report

Agency Monthly IFSP Rpt

Timely Delivery of Service Rpt

Agency Attendance Rpt

Planned Service Report

Agency Invoice Report

Active Child Report

**Management Tool**

Edit User

Add User

Change My Password

Add/Edit National Census

Add/Edit County Census

Add/Edit Service Rate

Add/Edit Agency List

**Recent Improvement/Update Notes**

10/15/2005   11/15/2005   1/15/2006   4/1/2006   5/1/2006   7/18/2006   9/26/2006   11/09/2006   12/04/2006   03/05/2007   06/24/2007   10/15/2007

Agency Admin Home page:

Home Page - Tennessee Early Intervention Data System (TEIDS)	
Provider Agency: South Central Tennessee Infant Parents Services	Service Provider: Blackburn, Helen
<div>6 Month Review due in 30 days - 78</div> <div>Annual IFSP due in 30 days - 16</div> <div>Service Logged Awaiting Payment 290</div> <div>Total Case Load - 314</div>	
<input type="button" value="Search Child"/>	<input type="button" value="Logout"/>
Reports	
<input type="button" value="Caseload Summary"/> <input type="button" value="Child Attendance Rpt"/> <input type="button" value="Planned Service Report"/>	
Management Tool	
<input type="button" value="Change My Password"/>	

Show children whose service have delivered and are waiting for billing

Here is the screen where providers can enter billing or administrators can approve the billing:

Account Payable Information									
Child ID:	8174	Child Name/DOB:	[REDACTED]	10/03/2004	Child Status:	Active	Phase:	IFSP	
IFSP:		REQUESTED REVIEW - 03/03/2007							
Select a Previous IFSP (If it is not current IFSP): REQUESTED REVIEW - 03-AUG-07 <input checked="" type="checkbox"/>									
Select the Service to Add Account Payable: Speech/Language (Individual) <input type="checkbox"/>									
Provider and Agency	Planned Period	Planned Setting	Freq/Week	Intensity (Hours or miles)	Permit Insurance?	Payor Source			
[REDACTED]	07/05/2007 10/03/2007	Community-based	2	1	Yes	Private Insurance, TEIS,			
Approve Service Account Payable Below:									<input type="button" value="Save"/>
Service ID	DATE	QUANTITY	RATE	MAXIMUM	Payor	Amount	Payor Amount	Payor Amount	Approved/Disapproved
197390	09/04/2007	1	60	60	Private Insurance		TEIS		<input type="radio"/> Approve <input type="radio"/> Disapprove
<input checked="" type="checkbox"/> Insurance secured									<input type="button" value="Save"/>
Service Account Payment History (Account payable has been approved):									
Service ID	DATE	QUANTITY	RATE	MAXIMUM	Payor	Amount	Payor Amount	Payor Amount	Approved/Disapproved
192504	08/28/2007	1	60	60	Private Insurance		TEIS	60	Approved
192484	08/22/2007	1	60	60	Private Insurance		TEIS	60	Approved
189640	08/21/2007	1	60	60	Private Insurance		TEIS	60	Approved
180669	08/15/2007	1	60	60	Private Insurance		TEIS	60	Approved
180667	08/14/2007	1	60	60	Private Insurance		TEIS	60	Approved
173400	08/07/2007	1	60	60	Private Insurance		TEIS	60	Approved
Child Account Payable Summary									
Summary Since the Beginning of Service					Summary for Current Fiscal Year (Approved after July 1)				
SERVICE	AMOUNT	PAYOR AMOUNT			SERVICE	AMOUNT	PAYOR AMOUNT		
Speech/Language	1200	TEIS 1354.56			Speech/Language	600	TEIS 814.56		
Transportation - Provider	154.50	TOTAL 1354.56			Transportation - Provider	154.50	TOTAL 814.56		
Total	1354.56				Total	814.56			



# Invoice Report:

## Invoice Report

Approval Period: '09/01/2007'-  
'09/30/2007'

10/12/2007

Bedford County Child Development Center  
111 Eaglette Way  
Shelbyville, TN 37160  
(931)684-9203  
(931)684-9431

South Central TEIS Office  
745 S. Church St., Suite 703  
Murfreesboro, TN 37130

Child Name	Service	Session#	Service Date	Unit/Duration	Payor 1	Amount1	Payor 2	Amount2	Payor 3	Amount3
Jane Dole	Family Training/Counseling/Home Visits	191753	2007/08/29	1	DMRS	45				
Jane Dole	Family Training/Counseling/Home Visits	185252	2007/08/22	1	DMRS	45				
<b>Total (\$):</b>						<b>\$90.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

## Expenditure Report

**Expenditure Summary Report**

Date Range: Fiscal Year (July 1) to Date

Report Print Date: 11/1/2007

State of Tennessee

Service/Payor	TEIS	CHAD	CSS	EIRA	DMRS	Head Start	Hug	Medicaid Waiver	Insurance	SSI	TennCare	TIPS	TriCare	WIC	Other	Total
Assistive Technology	4410.76	0	0	0	0	0	0	0	1853.13	0	0	0	0	0	0	6263.89
Audiology	140	0	0	0	0	0	0	0	41.05	0	0	0	0	0	0	181.05
Consultation	378	0	0	0	0	0	0	0	0	0	0	0	0	0	0	378
Evaluation - Audiology	270	0	0	0	0	0	0	0	0	0	0	0	0	0	0	270
Evaluation - Occupational Therapy	1764.18	0	0	0	0	0	0	0	323.10	0	0	0	53.30	0	0	2140.58
Evaluation - Physical Therapy	1525.74	0	0	0	0	0	0	0	584.44	0	0	0	0	0	0	2110.18
Evaluation - Psychological	455	0	0	0	0	0	0	0	0	0	0	0	0	0	0	455
Evaluation - Speech	6930.65	0	0	0	0	0	0	0	1335.77	0	0	0	274.59	0	0	8541.01
Family Training/Community Based Paraprofessional	704.50	0	0	0	0	0	0	0	0	0	0	0	0	0	0	704.50
Family Training/Community Based Professional	29469.25	0	0	0	0	0	0	0	0	0	0	0	0	0	0	29469.25
Interpreting Service	13762.78	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13762.78
Nutrition	165	0	0	0	0	0	0	0	0	0	0	0	0	0	0	165
Occupational Therapy	33755	0	0	0	0	0	0	0	5173.17	180	0	0	0	0	0	39108.17
Occupational Therapy Assistant	448	0	0	0	0	0	0	0	0	0	0	0	0	0	0	448
Physical Therapy	36135.07	0	0	0	0	0	0	0	7540.72	0	60	0	0	0	0	43735.79
Physical Therapy Assistant	20.88	0	0	0	0	0	0	0	21.12	0	0	0	0	0	0	42
Psychological	2013	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2013
Special Instruction-Center	20304	0	0	0	0	0	0	0	0	0	0	0	0	0	0	20304
Special Instruction-Community	27380.50	0	0	0	0	0	0	0	495	0	0	0	0	0	0	27875.50
Speech/Language	178671.45	0	0	0	0	0	0	0	30338.61	0	0	0	957.84	0	0	209967.90
Transportation - Family	15494.97	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15494.97
Transportation - Provider	34257.09	0	0	0	0	0	0	0	146.74	0	0	0	0	0	49.22	34453.05
Vision	3660	0	0	0	0	0	0	0	173.60	0	0	0	0	0	0	3833.60
<b>Total:</b>	<b>412115.820</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>48026.45</b>	<b>180</b>	<b>60</b>	<b>0</b>	<b>1285.730</b>	<b>0</b>	<b>49.22</b>	<b>461717.22</b>

Service/POE	ET	FT	GN	MD	NW	SC	SE	SW	UC	Total
Assistive Technology	0	0	5265.89	0	0	998	0	0	0	6263.89
Audiology	60	0	60	0	0	61.05	0	0	0	181.05
Consultation	0	0	108	0	0	270	0	0	0	378
Evaluation - Audiology	0	0	120	0	0	60	0	0	90	270
Evaluation - Occupational Therapy	60	0	1442	0	148.57	370.01	0	120	0	2140.58
Evaluation - Physical Therapy	0	60	840	0	253.90	731.28	0	45	180	2110.18
Evaluation - Psychological	0	0	260	0	195	0	0	0	0	455
Evaluation - Speech	0	0	5184.52	0	266.49	2474	0	120	496	8541.01
Family Training/Community Based Paraprofessional	0	0	320.50	0	0	384	0	0	0	704.50
Family Training/Community Based Professional	466.50	0	14051.25	360	0	14501.50	0	0	90	29469.25
Interpreting Service	0	0	4281	3444	0	2762.53	791.25	0	2484	13762.78
Nutrition	0	165	0	0	0	0	0	0	0	165
Occupational Therapy	5987.72	1442.92	12205.76	540	2480.37	10305.30	380	3672.10	2094	39108.17
Occupational Therapy Assistant	0	0	0	0	0	448	0	0	0	448
Physical Therapy	2119.28	120	9656.44	1560	8048.61	13800.40	0	5303.74	3127.32	43735.79
Physical Therapy Assistant	0	0	0	0	0	42	0	0	0	42
Psychological	323	0	0	0	1690	0	0	0	0	2013
Special Instruction-Center	160	0	9072	3052	0	7592	0	0	428	20304
Special Instruction-Community	452	1253	18924	64	0	6080	0	0	1102.50	27875.50
Speech/Language	9401.92	6438	65199.49	4455.50	19093.02	86457.79	1890	6487.40	10544.78	209967.90
Transportation - Family	0	0	5380.03	0	0	10114.94	0	0	0	15494.97
Transportation - Provider	2837.28	0	15705.99	0	0	15719.34	0	0	190.44	34453.05
Vision	0	0	173.60	90	2220	0	0	1350	0	3833.60
<b>Total:</b>	<b>21867.7</b>	<b>9478.92</b>	<b>168250.47</b>	<b>13565.5</b>	<b>34395.96</b>	<b>173172.14</b>	<b>3061.25</b>	<b>17098.24</b>	<b>20827.04</b>	<b>461717.22</b>

Footer: Report generated by Tennessee's Early Intervention Data System (TEIDS). The information contained is solely based on Account Payable data entered into TEIDS as of 11/1/2007.  
 Status = Active, Inactive  
 Phase = IFSP

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FISCAL REVIEW

## Introduction

For more than sixteen years, Tennessee's Early Intervention System (TEIS) has been a source of support for Tennessee families of children with special needs, age birth to three. This comprehensive system, branching from nine district offices, provides coordinated and multidisciplinary early intervention services to address families concerns and child needs. Individualized Family Service Plans (IFSP's) are written and implemented for eligible children and families.

The State has traditionally allowed the local points of entry in the nine district offices to subcontract with local vendors for payment of eligible services such as speech, physical, and occupational therapies incorporated in the IFSP's. To insure the federal requirements that TEIS be the "payor of last resort", the department has developed a centralized contracting and billing office to replace a district system that has had a history of unexpected cost overruns leading to a frequent occurrence of supplemental funding requests and potential supplanting of federal funds. In addition, TEIS has developed a new web based data collection system (TEIDS) with sound accounts payable/fiscal components that will be the information source for this proposed Central Reimbursement Office (CRO). Yahasoftware Inc. completed these programmed features as a result of a contract amendment. All features have been delivered according to schedule. The administrative cost savings to the state will be summarized in this document.

## Program Description

TEIS previously had a system of locally negotiated fiscal controls for children's direct services governed by the contracted vendors, and dictated by their local subcontracted providers. Despite the setting of state-wide rates for services, set by the TN Department of Education, there was an inconsistent delivery of infant/toddler therapies, creating inequities in this system. In one example, a certain vendor may have had five separate Point of Entry sub-contracts with varied parameters in each one. In order to operate TEIS with sound business practices a Central Reimbursement Office (CRO) staffed by state employees, primarily in Nashville, now ensures the Federal mandate of "payor of last resort" by:

- Verifying the services appropriate to the IFSP
- Ensuring that appropriate documentation (via TEIDS) for the delivered service was accurately invoiced and billed by the provider in a timely manner
- Verifying appropriate documentation from other payor sources
- Verifying and paying reimbursements directly to the provider according to written business rules

## Program Functions

The Yahasoftware data system Accounts Payable features assist the state in the following key functions:

- Track and report all resources used for Early Intervention (EI) services
- Administer Consistent Contract terms with all Part C providers
- Receive and dispense all relevant State and Federal EI resources for maximum use
- Provide timely reimbursement to providers of EI services
- Meet financial and demographic reporting needs of Federal, State, and Local funding sources
- Manage the level of resources to ensure fiscal accountability
- Provide web based access to information using appropriate safeguards to assure confidentiality and the rights of the child and family
- Review certification of all providers to meet common personnel/credential standards
- Provide financial projections on the cost of EI services via the electronic data system (TEIDS)
- Processing all invoices via TEIDS to approved vendors by matching the service to the child's IFSP
- Transmitting payments to providers via TEIDS from a pool of Federal and State allocations as well as Medicaid reimbursements via the Targeted Case Management Agreement with the Department of Child Services
- Quality assurance and auditing reports will periodically be produced and compared to TEIDS

data and on site records

### Additional Characteristics

The Yahasoft data system Accounts Payable features will support the Department of Education to establish and enforce practice guidelines that prevent excessive service provision over and above EI /Part C obligations. Centralized payment according to state-wide operating rates establishes equity across geography, programs, and disciplines. Centralized pooling of funds maximizes utilization of multiple fund sources, lowers distribution costs and eliminates indirect cost rates and other grant contracting difficulties.

## Project Organization

Role	Description	Assignment
<b>Executive Sponsor</b>	Has ultimate authority over and is responsible for a project and/or a program, its scope & deliverables.	Lana C. Seivers, Ed. D. Commissioner
<b>Project Sponsor</b>	Assists in developing the project charter and project plans, executes project reviews, & disposes of issues and change requests.	Dr. Tim Webb, Deputy Commissioner Joseph E. Fisher, Assistant Commissioner
<b>Project Manager</b>	Develops and maintains project charter and project schedules, executes project reviews, tracks & disposes of issues & change requests, manages the budget, and is responsible for overall quality of the deliverables.	Jamie T. Kilpatrick, Director Early Childhood Programs
<b>Project Team</b>	Is responsible for performing the activities necessary for implementation of the project.	Linda Hartbarger , Part C Coordinator (Contracted) Claudia Weber, Contracts Manager
<b>Key Customer(s)</b>	Provides expert business understanding of the organization, and represents area for which the project is intended to support/serve.	General Public; TEIS Providers State Legislature

## Project Budget Summary

\*The following budget summary does not reflect other pending administrative changes based on Governor's Office of Children's Care Coordination recommendations. The following comparison represents a comparison between current invoicing practices and future operations utilizing a Central Reimbursement Office.

### Previous Costs Associated with Contracting and Invoice Processing

Vendor	Current District Contract Manager Salary Costs	+ 8% indirect cost rate on Line 16	Total
MTSU	\$32,258	\$94,586	\$126,844
UT-Chattanooga	\$47,226	\$29,288	\$76,514
UT- Martin	\$35,435	\$11,600	\$47,035
Jackson-Madison Hospital	\$32,733	\$8,160	\$40,893

Vanderbilt	\$42,026	\$87,344	\$129,370
University of Memphis	\$46,955	\$44,144	\$91,099
UT -Knoxville	\$58,622	\$60,528	\$119,150
Tennessee Tech	\$56,795	\$35,600	\$92,395
ETSU	\$39,890	\$13,520	\$53,410
Total Current Billing/Administration Funds	\$391,940	\$384,770	\$776,710

**Projected 2007-08 Billing/Administration Budget Summary**

<b>Salary +Benefits</b>	5 FTE's for Central Reimbursement Office
<b>Accountant</b>	\$82,000
<b>Billing Staff</b>	\$42,000
<b>Billing Staff</b>	\$42,000
<b>Billing Staff</b>	\$42,000
<b>Billing Staff</b>	\$42,000
<b>Totals for New Staff</b>	\$250,000.

As a result of the Yahasoft data system Accounts Payable features, the Department of Education has been able to realize a recurring costs savings as outlined below. The efficiencies that have been created by the automated processes have allowed the Department to centralize the billing operations as well as significantly reduce the amount of staff necessary to process vendor payments. There should be an understanding that the associated costs of postage, printing and communications will be a cost neutral set of items. The previous practice was that the Department of Education, with current Point of Entry contracts, line item covered all residual administrative costs associated with reimbursements to vendors such as postage, printing, and communications.

It is believed that the implementation of the CRO may lead to other realized cost savings due to reverting costs to other responsible parties, as well as disallowing inappropriate expenditures. It is impossible at this time to confirm any such potential cost savings.

**Budget Summary**

Total Current Annual Administration Budget	\$776,710
Total Projected Annual Administration Budget	\$250,000
<b>Total Projected Annual Administrative Savings</b>	<b>\$526,710</b>